

REQUEST FOR PROPOSAL
ACQ-2009-0515-RFP
AMENDMENT 8
August 7, 2009

This is an amendment to ACQ-2009-0515-RFP issued by the Washington State Department of Transportation on June 15, 2009, for the Statewide Customer Service Center and amended by Amendment 1 dated June 18, 2009, by Amendment 2 dated June 25, 2009, by Amendment 3 dated June 26, 2009, by Amendment 4 dated July 2, 2009, by Amendment 5 dated July 3, 2009, by Amendment 6 dated July 22, 2009 and by Amendment 7 dated July 31, 2009.

I. The following are revisions to the Request for Proposal:

- a. (RFP Main Body) Table 1: RFP Procurement Schedule of Section 2.20 Schedule of Procurement Activities** is hereby replaced in its entirety with the following:

Table 1: RFP Procurement Schedule

Activity	Due Date	Time*
RFP Released	June 15, 2009	N/A
Optional Pre-Proposal Conference Call	June 26, 2009	1:00 PM
Optional Pre-Proposal Conference Call #2	July 9, 2009	1:00 PM
Mandatory Letter of Intent to Propose Due	July 17, 2009	5:00 PM
OCOI Certification & Plan (see Appendix 14)	August 21, 2009	5:00 PM
1 st Round Written Questions Due	July 20, 2009	5:00 PM
1 st Round Answers to Questions Issued	August 7, 2009	N/A
2 nd Round Written Questions Due	August 20, 2009	5:00 PM
2 nd Round Answers to Questions Issued	September 1, 2009	N/A
Proposals Due	September 22, 2009	5:00 PM
Qualified Vendor Notification	October 5, 2009	5:00 PM
Interviews	October 19 to 23, 2009	TBD
Notification of Apparently Successful Vendor Issued	On or before November 6, 2009	N/A
Execute Contract	On or before December 14, 2009	N/A

*Times are Pacific Time.

- b. (RFP Main Body) Section 2.29 – Organizational Conflicts of Interest** is hereby amended as follows:

2.29 Organizational Conflicts of Interest.

The Vendor shall complete the Organizational Conflicts of Interest process outlined below and submit a completed ***Organizational Conflicts of Interest Certification***

& Disclosure and Avoidance/Neutralization Plan (“OCOI Certification & Plan”) to the RFP Coordinator at the address specified in Section 2.2 of this RFP no later than the date and time listed in Table 1 of Section 2.20. **The Vendor shall submit one (1) copy that shall contain original blue-ink signatures.** The Vendor ~~must~~ **may not** submit the OCOI Certification & Plan by ~~U.S. Postal Service~~, fax or e-mail. (See Appendix 14 for further details.)

c. **(Appendix 6 – Exceptions to Contract) Item (4)** is hereby amended as follows:

- (4) State for each submittal one of the following two categories:
- o **Mandatory:** A Vendor submitting a mandatory exception, modification, and/or addition, is declaring that ~~the change is a requirement within its Proposal. If the change is not acceptable to WSDOT, then the Vendor does not want its Proposal to be considered or evaluated by WSDOT~~ **the language in the Contract represents a term or condition that Vendor cannot accept exactly as written, and for each such exception, the Vendor shall offer in good faith a direct alternative, or reference to an alternative, from which negotiation of the point may start;** or
 - o **Proposed:** A Vendor submitting a proposed exception, modification, and/or addition, is asking that WSDOT consider it, and if acceptable to WSDOT, include the proposed wording in any resulting Contract.

~~In cases, where an item is labeled Mandatory, Vendor indicates that the language in the Contract represents a term or condition that Vendor cannot accept exactly as written. Vendor offers in good faith for each a direct alternative, or reference to an alternative, from which negotiation of the point may start.~~

d. **(Appendix 13 – Contract) Section 12.3 - Services** is hereby amended as follows:

- (b) ~~Where Vendor services are not in compliance with the representations and Warranties herein, Vendor shall take immediately steps to correct deficiencies and where appropriate re-perform Services which are not in compliance with such representations and warranties. Any correction and/or re-performance will be~~ at no cost to WSDOT.

e. **(Appendix 13 – Contract) Section 12.6 - Ability to Perform** is hereby amended as follows:

12.6 Ability To Perform. Vendor represents and warrants that:

~~**12.6.1** Vendor has the financial stability to carry out at least six months of Services, including operations and Maintenance, during any period of this Contract without reimbursement for the Services or expenses;~~

12.6.2 Vendor has the financial resources to fund the capital expenditures required under the Contract without advances by WSDOT or assignment of any payments by WSDOT to a financing source;

12.6.32 Each Subcontractor providing a substantial amount of the Services under this Contract has the financial resources to carry out its duties under this Contract; and

12.6.43 Vendor's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by Phase, stage, segment, or cost objective in order to support Change Order accounting.

f. (Appendix 13 – Contract) Section 13.2.3 is hereby amended as follows:

13.2.3 Such insurance policies or related Certificates of Insurance (Certificates) shall name WSDOT as an Additional ~~Named~~ Insured on all general liability, automobile liability, employers' liability, and umbrella policies. Such policies or related Certificates shall also reference this Contract number **K XXX** and shall have a condition that they not be revoked by the insurer until 45 calendar days after written notice of intended revocation thereof shall have been given to WSDOT by the Vendor's Insurance Broker. Under no circumstances will WSDOT be liable for any policy premiums or deductibles.

g. (Appendix 13 – Contract) Section 14.11.1 – Damages Disclaimers and Liabilities is hereby amended as follows:

14.11.1 WSDOT'S DISCLAIMERS AND LIMITATION OF LIABILITY. WSDOT SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. ~~IN NO EVENT SHALL WSDOT'S AGGREGATE LIABILITY TO VENDOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS THE MAXIMUM AMOUNT.~~

h. (RFP Main Body) Section 4.5 – Qualifications is hereby amended as follows:

4.5 Qualifications

The Qualifications section shall be limited to ~~twenty-five (25)~~ **fifty (50)** pages and contain the following information in the order given:

i. (RFP Main Body) Section 4.6 – Technical Proposal (1st paragraph) is hereby amended as follows:

The requirements referred to in Section 7—Functional and Business Requirements and Section 8—Program Delivery Requirements will serve as the basis for the Technical Proposal. The Technical Proposal section shall be limited to ~~seventy-five (75)~~ **one hundred twenty (120)** pages and contain the following information in the order given. The Technical Proposal shall consist of three parts: Program Delivery Approach, Technical Approach, and Compliance Matrix. Proposals shall explicitly describe those requirements identified in the Compliance Matrix as "do not meet", or "exceed".

j. (RFP Main Body) Section 4.6 – Technical Proposal (5th paragraph) is hereby amended as follows:

Technical Approach— The Technical Approach shall be limited to ~~forty-five (45)~~ **ninety (90)** pages. The Technical Approach shall contain a clear and concise description of the Vendor's approach to meeting each section of the Appendix 2: Scope of Work. The description shall address corresponding performance measures (Appendix **13**) and **Business Rules** (Appendix 3). The Technical Response shall provide additional detail for the following sections of the Scope of Work:

k. (Appendix 2 – Scope of Work) Section 4.2.3 – Kickoff Meeting is hereby amended as follows:

4.2.3 Kickoff Meeting

The Vendor shall facilitate a kickoff meeting with WSDOT as soon as practical after NTP.

The kickoff meeting agenda shall include a review of the Program budget, Schedule, and scope, and identification of any documents or materials that the Vendor needs from WSDOT.

The kickoff meeting shall be held in Seattle at WSDOT's offices or another location of WSDOT's choosing.

The Vendor shall provide meeting minutes of the kickoff meeting ~~within five (5) Business Days for review and Approval by WSDOT~~ **(see Section 4.2.6 herein)**.

l. (RFP Main Body) Section 4.1 – Letter of Submittal is hereby amended as follows:

4.1 Letter of Submittal

The Letter of Submittal shall be on official Vendor letterhead and reference the title and number of this RFP. The original shall be signed by a person authorized to bind the Vendor's organization to a contract with the State of Washington. The Letter of Submittal shall be limited to ~~five (5)~~ **twenty-five (25)** pages and shall include the following in the order given:

- a. Vendor's name
- b. ~~Major~~ Subcontractors **(all)**
- c. Name and title of the Vendor's authorized representative
- d. Mailing address
- e. Telephone number
- f. Fax number
- g. E-mail address
- h. Statement that Vendor will register with the Office of Financial Management as a statewide Vendor
- i. Statement that proof of insurance shall be provided if awarded a Contract
- j. Statement that Vendor can meet the schedule identified in the RFP

- k. List of existing or pending patents or copyrights held by the Vendor or its Subcontractors that pertain to any portion of the scope of work; if none, so state
- l. Listing of confidential portions of this proposal; if none, so state
- m. Listing of Amendments received by the Vendor.

m. (Appendix 2 – Scope of Work) Section 8.2.1 – General (item 5) is hereby amended as follows:

- 5. **Deficiencies Liability Period (DLP):** After completion of the Integration and Commissioning Test and before ~~CSC Operations Commencement~~. **Acceptance**, WSDOT may agree to allow the Vendor to address selected outstanding issues or deficiencies that are not critical to day-to-day CSC Operations to be addressed during the **Deficiencies Liability Period**. Such issues could be rectified during the Deficiencies Liability Period, as long as it has no impact on day-to-day CSC Operations. The identification of these issues shall be at the sole discretion of WSDOT.

n. (Appendix 2 – Scope of Work) Section 17.2.1 – General Requirements (item 2) is hereby amended as follows:

- 2. Screen each Photo-Enforced Toll Transaction received from the lanes to ~~verify that the OCR identified license plate number meets~~ identify **those that have** a minimum **OCR** confidence level of 90%.

o. (Appendix 13 – Contract) Section 4.5.1 is hereby amended as follows:

4.5.1 Vendor shall prepare regular ~~weekly~~ **monthly** Program status reports that are described in **Appendix 2—SOW Section 4.2** and that reflect the status of the Tasks and Deliverables as listed in the Program Schedule. Vendor may propose and WSDOT has discretion to allow changes to the Program Schedule as further described below. After such changes to the Program Schedule are agreed upon by WSDOT in writing, **Exhibit A – Program Management Plan** shall automatically be deemed to be updated.

(RFP Main Body) Section 5.2 – Business Description and Organization (Item “j”) is hereby amended as follows:

- j. **Proof of Insurance**—The Vendor shall indicate that they will provide proof of insurance, as a condition of contract award, from the Vendor’s insurance carrier, outlining the extent of the Vendor’s liability coverage. The Vendor shall be required to obtain and keep in force, at its own expense, liability insurance during the term of the contract. The Vendor shall be required to furnish evidence to WSDOT within ~~fifteen (15)~~ **fourteen (14)** Calendar Days of receipt of notice of award, in the form of a Certificate of Insurance, that insurance will be provided.

II. This RFP is amended to include the following Questions and Answers:

- Q1.** (RFP Appendix 2) Section 9
What is the current rate of adjudication on the TNB and can it be used as a comparison with the 520 project? If not, what is a good comparison?
Do you use Active Directory in your environment?
- A1.** The current rate of adjudication on the TNB is approximately 8,500 per month.
We do not use Active Directory.
- Q2.** (RFP Appendix 2) Section 9
How is adjudication handled currently for infractions on the TNB? Is it assumed that the same method will be applied for the data exchanges to the courts for 520 Project?
- A2.** Currently, adjudication is handled by the Court. For the 520 project, see RFP Appendix 2 Section 34.2.8.
- Q3.** (RFP Main Body) Section 5.1.a (page 27)
Would WSDOT accept potential Vendor's consolidated Financial Statements established under IFRS standards, expressed in euros (EUR) together with conversion of Profit & Loss, Balance Sheet and Cash Flow Statements in US dollars (USD), as an acceptable proof of evidence of our company's financial situation, as per requested in section §5.1 (a) "Financial statements" of the WSDOT Statewide Customer Service Center RFP (reference ACQ-2009-0515-RFP), page 27?
- A3.** WSDOT will accept audited statements from non-U.S. entities prepared in accordance with International Financial Reporting Standards (IFRS) of the International Accounting Standards Board (IASB). Amounts must be expressed in U.S. Dollars. *This change will be made in a future amendment.*
- Q4.** (RFP Main Body) Section 4.5 (page 22)
The Qualifications section shall be limited to 25 pages and contain the following information.....?
- Is Appendix 7 "Reference Form" considered part of the 25 page count for Proposal Section 5 - "Qualifications"?
- A4.** See "g" above in **Section I** of this **Amendment 8** for amended RFP language.
- Q5.** (RFP Main Body) General
Would it be possible to find out if this is being funded by the stimulus package? (American Recovery and Reinvestment Act 2009)
- A5.** Funding for this procurement's initial implementation is being provided by FHWA under the Urban Partnership program.
- Q6.** (RFP Main Body) Section 5.1 (page 27)
1. Will WSDOT accept IFRS financial statements?
2. If a company has only been in business for 1 year, will WSDOT accept only 1 year of audited, GAAP financials?

- A6.** WSDOT will accept audited statements from non-U.S. entities prepared in accordance with International Financial Reporting Standards (IFRS) of the International Accounting Standards Board (IASB). Amounts must be expressed in U.S. Dollars.

Companies that have been in business less than three years may submit audited statements for completed years. Vendors will, however, be gauged against the standard set forth in the RFP.

This change will be made in a future amendment.

- Q7.** (RFP Appendix 2) Section 5.2.2 (page 19)
With respect to Section 5.2.2 – Key Program Staff, will WSDOT accept an equivalent degree to the BS from outside of the United States for the program staff managers?

- A7.** Yes. *This change will be made in a future amendment.*

- Q8.** (RFP Appendix 2) Section 9
The vendors' Data Migration Plan will most probably mention the need to convert data from the TNB system from its original format (data type, regional settings, etc) into a new format specified by the vendor. Will the support from the TNB system supplier include the execution of this conversion or will this have to be performed by the vendor?

- A8.** This is a joint effort on the part of the TNB system supplier and the Vendor. The TNB system supplier will explain the nature and content of available information and make the electronic data available for use by Vendor. The Vendor shall execute the conversion as stated in the Scope of Work.

- Q9.** (RFP Appendix 2) Section 9
For vendor's dimensioning purposes, migrated accounts' past data must be taken in account:
- What is the current retention duration on the existing TNB system?
 - What is the approximate total number of transactions expected from this migration?

- A9.** This question is under review and will be *answered in a future amendment.*

- Q10.** (RFP Appendix 2) Section 9
The RFP mentions migration of data in electronic format from TNB's database. Is there any other source of data to be migrated such as electronic documents (PDF, others), or paper documents?

- A10.** Yes. Applications and correspondence.

- Q11.** (RFP Appendix 6)
(4) State for each submittal one of the following two categories:
Mandatory: A Vendor submitting a mandatory exception, modification, and/or addition, is declaring that the change is a requirement within its Proposal. **If the**

change is not acceptable to WSDOT, then the Vendor does not want its Proposal to be considered or evaluated by WSDOT; or

Proposed: A Vendor submitting a proposed exception, modification, and/or addition, is asking that WSDOT consider it, and if acceptable to WSDOT, include the proposed wording in any resulting Contract.

In cases, where an item is labeled **Mandatory**, Vendor indicates that the language in the Contract represents a term or condition that Vendor cannot accept exactly as written. Vendor offers in good faith for each a direct alternative, or reference to an alternative, from which negotiation of the point may start.

It appears to the Vendor that the two statements highlighted are contradictory. The first indicates that no negotiations will transpire for **Mandatory** items and the second states that **Mandatory** items may be negotiated. In addition, please clarify if items listed as **Proposed** would be subject to negotiation or not.

A11. See “c” above in **Section I** of this **Amendment 8** for amended RFP language. Also, any major modifications should be proposed through the RFP’s Vendor questions and answer process in order to maintain an equal playing field for all Vendors. Any exception that would affect price is considered a major modification and should not be submitted using the exception form (Appendix 6). WSDOT may, at its sole discretion, negotiate minor exceptions.

Q12. (RFP Appendix 13) Section 11.1.2 (page 23)
WSDOT and Vendor acknowledge that certain technical data, including source code and Software System Documentation, constituting information which, if subject to public disclosure, would deprive Vendor of commercial value, but to which WSDOT must be ensured access to fulfill the terms of the Business Continuity Plan. Accordingly, all Escrow Material shall be provided to the escrow repository pursuant to the terms of the Escrow Agreement substantially in the form of **Exhibit H -- Escrow Agreement**.

Will WSDOT be providing the Form of the Escrow Agreement Exhibit H in a subsequent Amendment or shall the Vendor propose the Escrow Agreement and include with its submission? Also, for how many years shall escrow services be priced?

A12. The terms of the Escrow Agreement may be submitted by the Vendor and should be consistent with and support the Vendor's Business Continuity Plans. The duration of Escrow Agreement should be consistent with duration of the Contract term.

Q13. (RFP Appendix 13) Section 12.3 (page 26)
(b) Vendor shall **immediately** correct and re-perform Services which are not in compliance with such representations and warranties at no cost to WSDOT.

Would WSDOT consider re-wording this section as follows:

(b) Vendor shall **immediately** correct and re-perform Services which are not in compliance with such representations and warranties at no cost to WSDOT **in accordance with the standards set forth in (a) (i), (ii) and (iii) above.**

A13. See “d” above in **Section I** of this **Amendment 8** for amended RFP language.

- Q14.** Appendix 13; Section 12.6 (page 27)
Vendor represents and warrants that:
12.6.1 Vendor has the financial stability to carry out at least six months of Services, including operations and Maintenance, during any period of this Contract without reimbursement for the Services or expenses;

Please clarify why WSDOT requires the Vendor to provide 6 months worth of financing to WSDOT for services rendered hereunder, as is contemplated by the requirement as stated in 12.6.1. (See also **14.4 Vendor Termination for WSDOT's Nonpayment.**)

- A14.** This requirement is deleted. See “e” above in **Section I** of this **Amendment 8** for amended RFP language.

- Q15.** (RFP Appendix 13) Section 13.2.2 (page 29)
The minimum acceptable limits shall be as indicated below, with no deductible unless otherwise specified or approved by WSDOT in advance, for each of the following categories:

Would WSDOT please confirm that the following will be acceptable and approved by WSDOT for purposes of this section:

Vendor represents that it has the following deductibles/self-insured retentions:

- \$200,000 for General Liability and Crime Coverage
- \$100,000 for Automobile
- \$250,000 for Professional Liability and Workers' Compensation

Vendor further represents that it has adequate financial resources to cover these deductibles.

Alternatively, if the above is NOT acceptable in its entirety, please consider Vendor providing Crime Coverage with a \$200,000 deductible in addition to project-specific policies for General Liability and Professional (E&O) Liability with a \$25,000 deductible and an Auto Liability Policy with a \$0 deductible.

- A15.** No, the RFP requirements remains as originally written. No related amendment is made to the existing RFP language.

- Q16.** (RFP Appendix 13) Section 13.2.3 (page 29)
Such insurance policies or related certificates of insurance shall name WSDOT as an additional named insured on all general liability, automobile liability, employers' liability, and umbrella policies.

Would WSDOT please delete the word “named” in this sentence. This vendor's general liability, automobile liability, employers' liability, and umbrella policies insurance policies can be endorsed to name WSDOT as "additional" insured but not "named" insured

- A16.** See “f” above in **Section I** of this **Amendment 8** for amended RFP language.

- Q17.** Appendix 13; Section 13.2.7 (page 30)

For Professional Liability Errors and Omissions coverage and Crime Coverage, Vendor shall: (a) continue such coverage for six (6) years beyond the expiration or termination of this Contract, naming WSDOT as an additional insured and providing WSDOT with certificates of insurance on an annual basis;

Section 13.2.7. Will WSDOT delete the requirement "naming WSDOT as an additional insured" under the Vendor's professional liability and crime policies? Most insurers will not agree to this. Note that Section 13.2.3 states that WSDOT is only to be named as additional insured under general liability, automobile liability, employers' liability, and umbrella policies. Further, will WSDOT reduce its requirement for Professional Liability Errors and Omissions coverage and Crime coverage to three (3) years beyond expiration or termination of the contract?

A17. No. No. No related amendment is made to the existing RFP language.

Q18. (RFP Appendix 13) Section 14.11.1 (page 36)
WSDOT SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN NO EVENT SHALL WSDOT'S AGGREGATE LIABILITY TO VENDOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS THE MAXIMUM AMOUNT.

Would WSDOT consider request from Vendor that Section 14.11.1 of Appendix 13 be replaced with the following from Appendix 19 of the Toll Collection System RFP ACQ-2009-0530-RFP. "The parties agree that neither Vendor nor WSDOT shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages, except a claim related to bodily injury or death, or a claim or demand based on a patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This Section does not modify any other conditions as are elsewhere agreed to herein between the parties. The damages specified in this Contract shall not be construed to be consequential, incidental, indirect, or special damages as that term is used in this Section."

A18. See "g" above in **Section I** of this **Amendment 8** for amended RFP language.

Q19. Appendix 13; Section 13.1 (page 28)
13.1.1 To the extent allowed by law, each party, its successors and assigns (**Indemnitor**), will protect, save, hold harmless, and defend the other party, its authorized agents, and employees (**Indemnitee**), from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Indemnitor,

Would WSDOT please consider the following requested change:
"13.1 Indemnification.

13.1.1 To the extent allowed by law, each party, its successors and assigns (**Indemnitor**), will protect, save, hold harmless, and defend the other party, its authorized agents, and employees (**Indemnitee**), from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Indemnitor,..."

A19. This question references language that is not found in the CSC RFP.

Q20. (RFP Appendix 13) Section 13.2.1 (page 28)
"...Vendor shall provide written notice of such to WSDOT within one (1) Business Day of Vendor's receipt of such notice...."

Would WSDOT please consider the following requested change:

13.2.1 Insurance.

"...Vendor shall provide written notice of such to WSDOT within **five (5)** ~~one (1)~~ Business Day of Vendor's receipt of such notice...."

A20. No related amendment is made to the existing RFP language.

Q21. (RFP Appendix 13) Section 13.4 (page 30)
Section 13.4/Letter of Credit- further amended by Amendment #4:
13.4.1 Initial Amount. Within 10 days of execution of this Contract, Vendor shall provide for WSDOT's benefit an Irrevocable stand-by Letter of Credit from a federally insured financial institution in the initial amount of ~~\$15 million dollars~~ **\$5 million.**

13.4.2 Annual Adjustment to Initial Amount

Upon Tolling Commencement and achievement of the Acceptance Issued milestone (Phase 1 End Date), the Vendor may reduce the Irrevocable stand-by Letter of Credit amount to **\$1 million dollars** which shall remain in place and available to WSDOT during the initial and any subsequent terms of this Contract and for one year beyond the expiration or termination of this Contract.

Amendment #4 also added **Section 13.5/Performance Bond:**

13.5.1 Initial Term.

No later than the date of Tolling Commencement (Phase 3 Start Date), Vendor shall furnish and deliver to WSDOT, at Vendor's expense, a Performance Bond in a penal sum of **\$15 million dollars**. The Performance Bond shall have an initial term ending no earlier than June 30, 2011.

Will WSDOT accept a bond in lieu of Letter of Credit?

A21. No. No related amendment is made to the existing RFP language.

Q22. (RFP Appendix 13) Exhibit F, Table 2 (page F-6)
SOW Section Number indicates 34

Appendix 2

16 -Toll Transaction Receipt and Validation (page A2-65)

34 - System to System Interfaces (page A2-117)

Should the listed SOW Section Name – **Toll Transaction Receipt and Validation** match SOW Section Number of 16?

A22. Yes. *This change will be made in a future amendment.*

Q23. (RFP Appendix 2) Section 14.2.1 (page A2-57)
On the configurable date and other defined parameters set as the end of the **quarterly or monthly billing** period, the Vendor shall automatically generate statements for all registered account holders for the current billing period.

Appendix 13, Exhibit F, Table 2 – Liquidated Damages Schedule for Ongoing Operations No. 8 (pages F-5): Reporting Frequency indicated Monthly

Please clarify the ambiguity between Appendix 2 Section 14 Vs Appendix 13, Exhibit F, Table 2

A23. Some customers will request no statements, others will request monthly statements, and still others will request quarterly statements. The Vendor shall report their success in issuing statements for each month as configured for each account.

Q24. (RFP Appendix 13) Exhibit F, Table 1 (page F2-F4)
\$_____ [**No. 4, 5, 10, & 14 are \$5,000 AND No. 7 is \$3,000 AND No. 8 is \$2,000**] per Calendar Day for each day the final document is not submitted per the approved schedule. If after review of the final document WSDOT determines the document to be incomplete and not final and notifies the Vendor as such in writing, the Vendor shall be assessed \$_____ [**No. 4, 5, 10, & 14 are \$5,000 AND No. 7 is \$3,000 AND No. 8 is \$2,000**] per Calendar Day for each day the final document is not resubmitted.

4 Program Management, Section 4.2.7 (page A2-18): [*definition?*] WSDOT will review the monthly schedule updates for consistency with Vendor's current Approved Program Schedule and for conformance with the Scope of Work. The Vendor shall correct any deficiencies and resubmit its monthly progress reports. WSDOT will withhold payments from the Vendor until the monthly progress report changes have been made to the satisfaction of WSDOT.

Appendix 13, Section 4.7 Deliverables and Services, Section 4.7.2 Acceptance Process (page 5):

(a) Upon receipt of a Deliverable or Service and receipt of Confirmation from Vendor that the Deliverable or Service meets its Requirements, WSDOT shall review Deliverable or Service and will notify Vendor as to whether any Deficiencies are found. Vendor shall have time to correct any Deficiencies in accordance with the Program Schedule or shall have 30 days from notification by WSDOT of any Deficiencies if no such date is specified in the Program Schedule.
(b) If Vendor is unable to correct all Deficiencies within the number of days indicated in the Program Schedule following the Deliverable's or Service's scheduled Acceptance, or if no such date is in the Program Schedule, within 30 days from notification by WSDOT of any Deficiencies, WSDOT has the discretion to (1) continue with corrections by Vendor, (2) request a replacement Deliverable or Service at Vendor's expense, (3) set-off from the Price to the extent WSDOT determines the Deficiencies have not been corrected and provide Acceptance for

the applicable Deliverable or Service; or (4) provide notice of default to Vendor and terminate the Contract as set forth in Section 14.2.

LD's associated in Appendix 13, Exhibit F, Table 1: do they begin immediately or at the end of the 30 day cure period per Appendix 13, Section 4.7?

A24. The LD's would begin immediately. *This change will be made in a future amendment.*

Q25. (RFP Appendix 13) Exhibit F, Table 2 (page F-10)
Conduct annual SAS 70 audit AND Develop response to annual SAS 70 audit findings.....

Please clarify is this is a Type 1 or Type 2 SAS 70 audit and if it will be conducted every year or every other year.

A25. See RFP Appendix 13, Section 17.5.2.

Q26. (RFP Appendix 2) Section 11.2.3 (page A2-48)
WSDOT will prepare and update recorded information on how to purchase a Transponder, establish an account and use the Toll Transportation Facilities in English, Chinese, Korean, Japanese, Russian, Spanish, and Vietnamese.
23 - Automated Customer Service Phone Services, 23.1 Introduction
Additionally, the Vendor shall provide pre-recorded IVR scripts that allow Customers to hear general tolling and customer service information.

Please clarify: section 11.2.3 indicates WSDOT will prepare and update recorded and section 23.1 indicates vendor shall provide pre-recorded IVR scripts. In Section 11.2.3 will WSDOT provide the text for the scripts for the vendor to pre-record?

A26. WSDOT will provide the IVR recordings on how to purchase a Transponder, establish an account and use the Toll Transportation Facilities in English, Chinese, Korean, Japanese, Russian, Spanish, and Vietnamese. The Vendor is responsible for recording all other IVR scripts.

Q27. RFP Appendix 8
The following sections from Appendix 2, Scope of Work, are not included in the Matrix. Can you please confirm whether or not this is intentional?
13.2.1.1, 13.2.1.2, 28.2.3.2.1 through 28.2.3.2.13

A27. The Compliance Matrix will be changed to include the referenced sections. *This change will be made in a future amendment.*

Q28. (RFP Main Body) Section 5.2.I (page 30) (Item "i")
i. Additional Insured—The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.

Please confirm that Section 13.2.3 of Appendix 13 correctly lists the policies whereby additional insured's can be listed. Will Vendor be considered in compliance if 13.2.3 is followed in lieu of 5.2.1.i ?

A28. The Contract will be amended to state that WSDOT shall be named as an additional insured on all policies including Professional Liability, Crime, and Excess Policies. *This change will be made in a future amendment.*

Q29. (RFP Main Body) Section 5.2.1.ii (page 30)
ii. Material Changes—A forty-five (45) Calendar Days written notice shall be given to the State prior to termination of or any material change to the policy(ies) as it relates to this contract, provided that thirty (30) Calendar Days written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) Calendar Days prior to such date.

Will WSDOT consider to amend this section to reflect a 30 day notice of cancellation

A29. No related amendment is made to the existing RFP language.

Q30. (RFP Main Body) Section 4.5.c (page 22)
Identify the key individuals on the Program team for the phases of the Program, if different, including the Program Manager, Financial and Accounting Manager, IT Program Manager, QA/QC Manager and Customer Service Manager, and Program Manager from any major Subcontractor/partner, and describe their roles on the Program. For each key staff provide three (3) business references, using Appendix 7, and a detailed resume that describes how the staff meets the qualifications specified in Appendix 2, Section 5.2.2.

For proposal Section 5.b, in accordance with Appendix 7, please confirm that there is no page limit on vendor and subcontractor business references.

A30. The required vendor and subcontractor business references referenced in Section 4.5.c are subject to the page limit specified under Section 4.5 – Qualifications. This page limit is changed to fifty (50) pages. See “h” above in **Section I** of this **Amendment 8** for amended RFP language.

Q31. (RFP Main Body) Section 4.6 (page 24)
The Technical Approach shall be limited forty five (45) pages. The Technical Approach shall contain a clear and concise description of the Vendor's approach to meeting each section of the Appendix 2: Scope of Work. The description shall address corresponding performance measures (Appendix 3) and **Business Rules** (Appendix 3). The Technical Response shall provide additional detail for the following sections of the Scope of Work:

Please confirm that the first mention of (Appendix 3) in this statement is actually referring to **(Appendix 13), Performance Measures and Liquidated Damages Table.**

A31. Correct, reference should be to Appendix 13. See “j” above in **Section I** of this **Amendment 8** for amended RFP language.

- Q32.** (RFP Main Body) Section 5.2 (page 28)
a. Business Identification—The Vendor shall provide an overview of the Vendor, including but not limited to, the following:
ii. The location of the facility from which the Vendor would operate, and the telephone number, fax number, and e-mail address.

As the facilities for ramp up, startup and ongoing operations are not yet finalized, are these current locations where the vendor can be reached prior to NTP?

A32. Yes.

- Q33.** (RFP Appendix 2) Section 4.2.3 (page A2-16)
The Vendor shall facilitate a kickoff meeting with WSDOT as soon as practical after NTP.
The kickoff meeting agenda shall include a review of the Program budget, Schedule, and scope, and identification of any documents or materials that the Vendor needs from WSDOT.
The kickoff meeting shall be held in Seattle at WSDOT's offices or another location of WSDOT's choosing.
The Vendor shall provide meeting minutes of the kickoff meeting within five (5) Business Days for review and Approval by WSDOT.

4 Program Management, Section 4.2.6 Agendas and Meeting Minutes (page A2-17): The Vendor shall keep minutes of all Program-related meetings and distribute copies of the draft minutes to WSDOT participants within five (5) Business Days after the meeting date, and final meeting minutes five (5) Business Days after WSDOT has submitted draft meeting minute comments.

Are the requirements for meeting minutes intended to be different from section 4.2.3 to 4.2.6?

- A33.** No. The requirements in Section 4.2.6 apply. See “k” above in **Section I** of this **Amendment 8** for amended RFP language.

- Q34.** (RFP Appendix 2) Section 7.2.5 (page A2-26)
The Vendor shall prepare and submit to WSDOT for review and comment preliminary **Design Documents** for the individual development efforts. The Vendor shall conduct a preliminary design review. This first review shall be performed after the Vendor has made changes to the System design to accommodate the Requirements of WSDOT.

Must the preliminary design documents be submitted to WSDOT prior to the internal review to be conducted by the vendor?

- A34.** The Vendor would submit the preliminary design documents to WSDOT before the preliminary design meeting and after the Vendor has conducted their own internal reviews.

- Q35.** (RFP Main Body) Section 4.1 (page 21)
The Letter of Submittal shall be on official Vendor letterhead and reference the title and number of this RFP. The original shall be signed by a person authorized

to bind the Vendor's organization to a contract with the State of Washington. The Letter of Submittal shall be limited to five (5) pages and shall include the following in the order given:

- a. Vendor's name
- b. Major Subcontractors

Please define Major Subcontractor. (RFP ACO-2009-0530-RFP defines any subcontractor performing 20% or more of the work.)

A35. See "I" above in **Section I** of this **Amendment 8** for amended RFP language.

Q36. (RFP Appendix 2) Section 17.2.6 (page A2-70)
The Vendor shall automatically generate, print and mail Photo-Enforced Toll Bills per Washington State law and the Business Rules.

What is the expected frequency of invoicing photo-enforced tolls? Can we group them in sections or invoice repeat trips semi-monthly instead of sending an invoice per trip

A36. This question is under review and will be *answered in a future amendment*.

Q37. (RFP Appendix 13) Exhibit F (page F-10)

Exhibit F #36

Functional Area: Timeliness of Reconciliation Activity

Performance Measure: 100% of daily reconciliations completed by end of next Business Day

Please define 100% of daily reconciliations completed by end of next business day? If data is not avail that is needed to reconcile until days later how would that be measured? How would weekend and holidays be measured – there would potentially be Friday, Saturday and Sunday each Monday that would need to be reconciled, are there allowances for these days?

A37. Reconciliations shall be completed as required in Section 29 of Appendix 2. Please refer to the definition of **Business Days** in Appendix 1.

Q38. (RFP Appendix 2) Section 8.2.1 (page A2-30)

4. Rectification Period: WSDOT may provide a pre-agreed period for the Vendor to rectify any issues or problems encountered during the Integration and Commissioning Testing before CSC Operations Commencement. Before CSC Operations Commencement., the Vendor shall be required to demonstrate any rectified Software, Subsystems or Services.

5. Deficiencies Liability Period (DLP): After completion of the Integration and Commissioning Test and before CSC Operations Commencement., WSDOT may agree to allow the Vendor to address selected outstanding issues or deficiencies that are not critical to day-to-day CSC Operations to be addressed during the Deficiencies Liability Period. Such issues could be rectified during the Deficiencies Liability Period, as long as it has no impact on day-to-day CSC Operations. The identification of these issues shall be at the sole discretion of WSDOT.

Please clarify the difference between the Rectification Period (occurring after the Integration and Commissioning Test) and the Deficiencies Liability Period. Both are defined to occur prior to CSC Operations Commencement.

A38. See “m” above in **Section I** of this **Amendment 8** for amended RFP language.

Q39. (RFP Appendix 2) Section 17.2.1 (page A2-67)
Screen each Photo-Enforced Toll Transaction received from the lanes to verify that the OCR identified license plate number meets a minimum confidence level of 90%.

Please clarify how a vendor is supposed to verify that an OCR identified license plate meets a minimum confidence level of 90%?

A39. See “n” above in **Section I** of this **Amendment 8** for amended RFP language.

Q40. (RFP Appendix 2) Section 4.2.7 (page A2-17)
Commencing in the first full month after issuance of NTP, the Vendor shall submit a monthly progress report for WSDOT's review.

Appendix 13

4.5.1

Vendor shall prepare regular weekly Program status reports that are described in Appendix 2—SOW Section 4.2 and that reflect the status of the Tasks and Deliverables as listed in the Program Schedule.

Please clarify possible conflict between Appendix 2 and 13 with regard to delivery frequency of Progress reports. In Appendix 2, it is defined as monthly, in Appendix 13 it is defined as weekly.

A40. See “o” above in **Section I** of this **Amendment 8** for amended RFP language.

Q41. (RFP Appendix 13) Section 13.2.9 (page 30)
Vendor shall furnish to WSDOT copies of certificates of all required insurance within fourteen (14) calendar days of this Contract's effective date and copies of renewal certificates of all required insurance within 14 days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section.

RFP

5.2. Business Description and Organization

j. Proof of Insurance—The Vendor shall indicate that they will provide proof of insurance, as a condition of contract award, from the Vendor's insurance carrier, outlining the extent of the Vendor's liability coverage. The Vendor shall be required to obtain and keep in force, at its own expense, liability insurance during the term of the contract. The Vendor shall be required to furnish evidence to WSDOT within fifteen (15) Calendar Days of receipt of notice of award, in the form of a Certificate of Insurance, that insurance will be provided.

k. Liability Insurance—The Vendor shall state that they currently hold insurance that meets or exceeds the limits set forth in the sample contract or they agree to acquire the necessary insurance within fourteen (14) working days of contract

execution. The Vendor shall be required to carry and maintain insurance as defined herein at all times during the term of the contract.

Please clarify conflict between the Contract and RFP regarding when proof of insurance must be submitted to WSDOT.

A41. See “p” above in **Section I** of this **Amendment 8** for amended RFP language.

Q42. (RFP Appendix 2) Section 1.5 (page A2-3)
In general, all document Deliverables require a draft, draft final, and final submission with time (minimum ten (10) Business Days depending on size and complexity of document) allocated for WSDOT review and Approval of each Deliverable.
Program Management Plan milestone must be within 30 days after the Effective Date of the Contract

Appendix 13

4.2 Program Management Plan

4.2.2

The Vendor shall submit a proposed PMP to the WSDOT Program Manager for review and Acceptance within 30 days after the Effective Date of the Contract.

General Info

1. If a particular deliverable milestone must be achieved within <X> days of <date>
2. In areas where “...for review and approval by WSDOT within <a certain number of days>...”

In cases 1 and 2 above, we are assuming that the deliverable must have completed the entire 3-tiered review process -- including WSDOTs approval of the Final version of the document granted -- within the allotted time frame.

The review process defined by WSDOT allots a minimum of 30 days to WSDOT for review. In at least one specific case, the PMP, there is no way for a vendor to achieve the deliverable deadline if approval must be achieved before the deadline is considered to have been met.

Request clarification: For milestone deadlines defined in Appendix 9 Pricing and Delivery, it is assumed that, for deliverables, final approval from WSDOT must have been achieved in order to satisfy the milestone.

For deliverable submission deadlines (example PMP 30 days after Effective Date of Contract), will the first draft of the document satisfy the deadline requirement?

A42. Correct, for milestone deadlines defined in Appendix 9 (Pricing and Delivery Tables), final approval from WSDOT for specified deliverables, including the Program Management Plan, must have been achieved in order to satisfy the milestone. Section 4.2.2 in Appendix 13 (Contract) will be modified to remove any ambiguity and/or contradiction to this. *This change will be made in a future amendment.*

Q43. (RFP Appendix 2) Section 8.2.4 (page A2-32)

Several Test Reports deliverables are due to WSDOT:

1. Trial Migration Test Report
2. Factory Acceptance Test Report
3. Integration and Commissioning Test Report
4. Migration Test Report
5. Acceptance Test Report

Are test reports subject to the three tiered review phase process – draft, final draft and final?

A43. Yes.

Q44. (RFP Appendix 2) Section 34 (page A2-117)
The Vendor shall develop, test, operate and maintain an automated, electronic interface to the

(34.2.5.1) Washington State Department of Licensing (DOL).

The Vendor shall develop, test, operate, and maintain automated, electronic interfaces to all **other State Department of Licensing and/or Motor Vehicles (DMV) in the United States. (34.2.5.2)**

There is no mention as to who will be responsible for the cost of the lookups. Should we assume the vendor will be responsible for these costs?

A44. *This question is under review and will be answered in a future amendment.*

Q45. (RFP Appendix 2) Section 11.2.1 (page A2-47)
WSDOT will prepare and update printed *Good To Go!* informational brochures on how to

Section 39.2

All marketing materials will be developed by WSDOT and provided to the Vendor for use at Customer Service Centers and other appropriate Vendor outlets. Graphic design elements and language will be provided to the Vendor for incorporation into Vendor-generated materials to ensure they are consistent with **WSDOT Standards.**

Regarding informational brochures and marketing materials: It is clear WSDOT will remain the primary Party responsible for developing promotional materials. Will WSDOT please clarify who will be responsible for the mass production (printing) of the informational brochures and marketing materials?

A45. WSDOT will print all informational brochures and marketing materials. *This change will be made in a future amendment.*

Q46. (RFP Appendix 2) Section 10.2.1 (page A2-41)
The CSC System shall deliver content via a web browser that supports Microsoft Internet Explorer, Firefox, Safari, Netscape, Mozilla and other standard Internet access tools over the life of the Contract.

Is Vendor required to support 5 Vs 4 internet browsers (Netscape is defunct) for the full CSC system or only for the customer Web

- A46.** Only for the customer internet services. *This change will be made in a future amendment.*
- Q47.** (RFP Main Body) Section 4.5.d (page 22)
Can Customer Service center experience be excluded from page count.
- A47.** No, the Customer Service Center experience is not excluded from the related page count. Also, see Answer to Vendor Question Q30 and see “h” above in **Section I** of this **Amendment 8** for amended RFP language.
- Q48.** (RFP Appendix 3) Section 2.2 (page A3-9)
Are License Plate accounts, as described in Section 2.2 of Appendix 3, currently supported at the Tacoma Narrows Bridge toll facility? If not, will they be extended to existing TNB customers when the WSDOT Statewide CSC is opened?
- A48.** No. All toll customers will be able to establish License Plate accounts.
- Q49.** (RFP Appendix 2) Section 7
Phone System Integrations (Avaya SIP?) Please provide details of the required connectivity between the CSC IVR/ACD/PBX and WSDOT phone systems. Specifically, please identify what non-statewide CSC entities are required to be integrated with the statewide CSC IVR/ACD/PBX and how WSDOT expects these calls will be transferred between systems.
- A49.** As stated in the RFP, this information was provided as background information.
- Q50.** (RFP Appendix 2) General
Please provide details on the expected call volume for the statewide CSC when the 520 toll project is operational.
- A50.** For the Tacoma Narrows Bridge we handle approximately 11,200 calls per month.
- Q51.** Appendix 2; Section 10.2.1 (page A2-40)
This section identifies transaction volumes for tolls, but does not include the volume of video transactions/phone calls expected to be processed by the statewide CSC. For planning purposes, please provide the following that the CSC System shall be designed for the term of the Contract:
- Quantity of Video Transactions to be processed per day
 - Quantity of phone calls from customers to be processed by the IVR only per day
 - Quantity of phone calls from customers to be processed by customer service representatives per day
- A51.** This question is under review and *will be answered in a future amendment.*
- Q52.** (RFP Appendix 2) Section 34.2.3 (page A2-121)
“The Vendor shall coordinate with each Toll Collection System supplier to establish and operate a secure database on the Toll Collection System at each Toll Transportation Facility for all images captured as part of each Photo-Enforced Toll Transactions and to establish access to each database.”

- a) Please confirm that WSDOT expects the CSC vendor to provide one (or more) servers, database licenses and associated software for storing VES images at each toll facility?
- b) Will WSDOT entertain alternative designs that involve centralized storage of vehicle images?
- A52.** The Toll Collection System supplier will provide the server, database license and associated software for storing the VES images and not the CSC vendor. *This change will be made in a future amendment.*
- Q53.** RFP Appendix 8
Would WSDOT please provide an updated compliance matrix in excel or MS word format?
- A53.** Yes. *This will be done in a future amendment.* Also, see response to Question 165.
- Q54.** (RFP Appendix 2) Section 14.2.1.1 (page A2-58)
Do bidders need to include costs for Postage and Printing of Mailed Statements, Brochures & other misc mailings/correspondence (low balance, acct updates, etc.), in their pricing?
- A54.** This question is under review and *will be answered in a future amendment.*
- Q55.** (RFP Appendix 2) Section 14.2.1.1 (page A2-58)
What is the expected percentage of Registered Transponder Accounts/customers that will be requesting Mailed On-Demand Statements?
- A55.** Currently, on the Tacoma narrows Bridge we have approximately, 116,600 active accounts and mail 19,200 statements quarterly.
- Q56.** (RFP Appendix 9) General
Do bidders need to include costs for Communication (800 #, IVR, regular phone line, T-1's, etc.), in their pricing?
- A56.** Yes.
- Q57.** (RFP Appendix 2) Section 34.2.7 (page A2-126)
Can bidders assume that the Authority will pay all tag costs (including: cost of tags, Tags kits, any inserts, etc.)?
- A57.** This question is under review and *will be answered in a future amendment.*
- Q58.** (RFP Appendix 2) Section 20.2.1 (page A2-75)
Can it be assumed that the Authority will be covering/paying All expenses/costs for Mobil/Temporary CSC units/sites if required/requested on the project (Including: Rent/Lease, Utilities, Facilities Maint, Communications <setup & on going>, Labor/Staffing costs/wages, furniture/fixtures, copiers, faxes, etc.)?
- A58.** The cost should be in your bid price.
- Q59.** (RFP Appendix 2) Section 17.1 (page A2-68)

How often will Photo Enforced Toll Bills be sent to users that are not registered as either a Transponder Account and/or a Registered License Plate Account in the system/database (daily, weekly, bi-week, monthly or when 1, 5 or 10+ Photo Enforced Toll Transactions/Bills are collected)?

A59. This question is under review and *will be answered in a future amendment.*

Q60. (RFP Appendix 2) Section 17.2.4 (page A2-69)
Will Photo Enforced Toll Bills/Transaction (where neither a registered Transponder Account and/or a Registered License Plate Account exists in the system/database), be considered a Violation? And if so, will the each Violation/Transaction include an additional Fee/Penalty (Notice of Infraction)?

A60. Yes. We are anticipating adding a fee to violation transactions.

Q61. (RFP Appendix 2) Section 17.2.6 (page A2-70)
Will the Tolling Operator be responsible for all costs related to sending/mailling Notice of Infractions (including: printing, envelope stuffing, postage, etc.)?

A61. Yes. See Q98 and Q109 below.

Q62. (RFP Appendix 2) Section 9.2.2 (page A2-36)
Will the Transition of the Tacoma Narrows Operations take place prior to the "Go-Live" date of the 520 bridge or will this take place after the 520 bridge has completed Acceptance Testing?

A62. This transition will take place prior to the "Go-Live" date.

Q63. (RFP Appendix 9) Table 9-3 (page A9-6)
Reference "Variable Monthly Price - Based on Active Transponder Accounts."
Question: Are Register License Plate Accounts counted in the total number of Active Transponder Accounts when calculating the bases of payment?

A63. No.

Q64. (RFP Appendix 2) Section 13.2.1.1 (page A2-50)
Reference statement "Through aggressive marketing, advertising, and incentive programs, WSDOT plans to motivate at least 300,000 households to establish Good To Go! accounts prior to the Tolling Commencement on SR 520....."
Question, does the 300,000 account estimate include the approximately 110,000 + accounts at the TN CSC or is this "in addition" to those already established accounts?

A64. No.

Q65. (RFP Appendix 2) Section 13.2.1.1 (page A2-50)
Reference statement "The estimated daily traffic on SR 520 is between 95,000 and 110,000 per Day....."
Question, is this estimate for one direction or a total for both directions combined?
Question, is this estimate for a 7-day week of only for working-days?

A65. Both directions combined. Working days.

Q66. (RFP Appendix 2) Section 17.2.1 (page A2-67)
Reference item #2. Question: Will All Photo-Enforced Toll Transactions require at-least one (1) manual review (verification) or only those which fall below specified OCR confidence levels?

A66. Vendor will be held to the performance requirement of “99.99% of generated toll bills and NOI accurately display the legible license plate image and the correct registered owner name and address” (see Appendix 2 – Contract, Exhibit F – Performance Measures and Liquidated Damages) not specifically a quantity of image reviews.

Q67. (RFP Main Body) Section 4.5.c (page 22)
...For each key staff provide three (3) business references, using Appendix 7...

Appendix 7 appears to be in a format for a corporate reference, not for an individual (i.e. “Number of claims and/or disputes by either party”.) Will WSDOT issue a reference template that is more relevant to an individual rather than a corporate project reference?

A67. No. Use the provided form (Appendix 7). Vendor can use “N/A” for non-applicable fields. Also, see Q93 below.

Q68. (RFP Main Body) Section 5.1 (page 27)
Our team will be including various subcontractors during the course of this contract to provide various levels of services and goods. Some subcontractors will be providing less than 10% the value of the contract. Will WSDOT be amendable to our team providing required financial and business information for Major Subcontractors only? What percentage of the contract value or work does WSDOT envision defines a Major Subcontractor?

A68. Yes. WSDOT will define Major Subcontractor as a Subcontractor providing 20% or more of the Contract value. *This change will be made in a future amendment.*

Q69. (RFP Main Body) Section 5.1.b.ii (page 27)
...The statements must represent the entity submitting the proposal that will be responsible for the performance of all services, not a subsidiary or parent of the Vendor.

Our firm is a major subcontractor for the Prime. It is a privately-held, wholly-owned subsidiary of another and, as such, its financial performance is included in the parent company’s financial statements. Would WSDOT consider accepting the parent company’s financial statements for fiscal years 2006, 2007 and 2008? If not, will a financial statement prepared by the Major Subcontractor's accounting department be acceptable?

A69. As indicated in the CSC RFP, WSDOT will accept financial statements prepared by a Vendor's financial accounting department or professional accounting firm. A statement signed by the Vendor's Chief Financial Officer certifying that the financial statements are accurate and complete must accompany all financial statements.

Q70. (RFP Main Body) Section 5.1.b.ii (page 27)
...The Vendor and all Subcontractors shall include evidence of their ability to provide the required insurance and a statement from the vendor's primary bank indicating the bank will provide a Letter of Credit as required in the Contract.

Please clarify whether WSDOT is requiring a letter of credit from major subcontractors as well as the prime vendor.

A70. No. Subcontractors are not required to obtain LOC.

Q71. (RFP Main Body) Section 5.1 (page 27)
Will WSDOT accept IFRS financial statements?

A71. WSDOT will accept audited statements from non-U.S. entities prepared in accordance with International Financial Reporting Standards (IFRS) of the International Accounting Standards Board (IASB). Amount must be expressed in U.S. Dollars. *This change will be made in a future amendment.*

Q72. (RFP Main Body) Section 5.1
If a company has only been in business for 1 year, will WSDOT accept only 1 year of audited, GAAP financials?

A72. Companies that have been in business less than three years may submit audited statements for completed years. *This change will be made in a future amendment.*

Q73. (RFP Appendix 2) Section 5.2.2 (page A2-19)
Will WSDOT accept an equivalent degree to the BS from outside of the United States for the program staff managers?

A73. Yes. *This change will be made in a future amendment.*

Q74. (RFP Main Body) General
As a Foreign Company, At the present time we are not registered with an existing EIN, is it possible to present the EIN until the proposal has been qualified and at the time of signing a contract in case that the project is awarded?

A74. The successful vendor should have acquired an EIN prior to signing the contract.

Q75. (RFP Main Body) Section 5.1 (page 27)
"The statements must represent the entity submitting the Proposal that will be responsible for the performance of all Services, not a subsidiary or parent of the Vendor"

We are a USA affiliate of an experienced company headquartered in Europe with offices and projects in 15 countries. The USA office opened doors just a few years ago in order to serve the American market locally. Due to this we are not able to provide the documentation for 3 years completed fiscal years. Is there a recourse to allow the affiliate company to be considered for qualification provided that we present all documentation needed to support verification that resources, whether staff and/or financial are responsibility of the headquarters office?

In addition to financial statements of both companies and mandatory requirements, the documentation to support verification of resources and experience could be, letter of unconditional support and responsibility from the parent company. Please explain if any of these or other documentation will suffice?

A75. Companies that have been in business less than three years may submit audited statements for completed years. The proposer may submit additional information to demonstrate the minimum financial qualifications under Section 5.1. *This change will be made in a future amendment.*

Q76. (RFP Appendix 2) Section 37.2.2.1 (page A2-135)
If the vendor can maintain the PCI and layered security guidelines as set forth by WSDOT without using the exact software/hardware as specified in this section (e.g. Cisco Security Alert and ASA firewalls) will that be acceptable to WSDOT? This requirement is customarily satisfied via other vendor equipment.

A76. Yes. *This change will be made in a future amendment.*

Q77. (RFP Appendix 2) Section 9
Does WSDOT anticipate that the new CSC vendor would be able to take over the lease of the existing TNB CSC or walk-in facilities?

A77. No.

Q78. (RFP Appendix 2) Section 9
Can WSDOT provide the physical location specifications for the existing TNB CSC and walk-in locations, such as square footage, number of seats, secure or private spaces, etc?

A78. No. This is a vendor leased space.

Q79. (RFP Appendix 2) Section 9
In regards to the TNB data migration effort, could WSDOT provide specifications for the account database currently in use for the TNB? Specifications would include database schema or table structure, approximate number of records, and approximate file size of data to be migrated.

A79. This information shall be provided to the successful vendor.

Q80. (RFP Appendix 2) Sections 22-23
Based on past experience and future expectations, does WSDOT have an estimate of the approximate volume of calls which will be generated and routed to the CSC after tolling commencement?

A80. For the Tacoma Narrows Bridge we handle approximately 11,200 calls per month.

Q81. (RFP Appendix 2) Section 23 (page A2-82)
Could WSDOT please provide information regarding current IVR scripts, such as the number of scripts, or the specific script content?

- A81.** The TNB IVR scripts are provided as an attachment to this Amendment 8.
- Q82.** (RFP Appendix 2) Section 23.2.2 (page A2-83)
Vendors are required to provide outbound IVR callback services. Could WSDOT provide current IVR scripts for automated outbound callbacks?
- A82.** The TNB IVR scripts are provided as an attachment to this Amendment 8.
- Q83.** (RFP Appendix 2) Section 24 (page A2-85)
Is it acceptable to WSDOT to locate the outbound mail facility outside the State of Washington as long as the overnight delivery requirement is met?
- A83.** No.
- Q84.** (RFP Appendix 13) Exhibit F
The vendor will be measured against performance measures shown in exhibit F. Could WSDOT indicate if any of these SLAs are applicable to the existing contract? If so, could WSDOT supply historical information regarding violations of SLAs?
- A84.** No.
- Q85.** (RFP Appendix 3) Tables 3-4, 3-5, 3-6, 3-7
There are several administrative fees aligned to various customer actions outlined in Appendix 3, Business Rules. Often times these fees are designed to compensate for resulting operations cost. Does WSDOT plan to pass through any of these fees to the vendors to compensate for additional costs?
- A85.** All fees collected by the vendor will be deposited into a WSDOT designated account.
- Q86.** (RFP Appendix 2) Section 13.2.1 (page A2-50)
Could WSDOT elaborate on the scope of activities covered during Phase 2, Startup Period that occurs from as early as April 2010 through September 2010? Specifically, could WSDOT supply more detail on how these operations which occur prior to the completion of data migration and CSC system cut-over would be delineated from the operations of the existing CSC?
- A86.** If a transponder is issued by the Vendor, it should be useable at TNB. The completion of TNB data migration and receipt of toll transactions from TNB and SR 167 HOT lanes should have occurred.
- Q87.** (RFP Main Body) Section 4.6 (pages 23-24)
Could WSDOT please clarify what content is requested in the Technical Approach section of each vendor's response? There seems to be some ambiguity between the statement "Proposals shall describe only those requirements identified in the Compliance Matrix as 'do not meet', or 'exceed'" (found near the bottom of page 23) and the statement "The Technical Approach shall contain a clear and concise description of the Vendor's approach to meeting each section of the Appendix 2: Scope of Work" (found near the bottom of page

- 24). Could WSDOT confirm that vendors should only address areas of the Statement of Work that are marked 'do not meet' or 'exceed'?
- A87.** See CSC RFP Amendment 4 (issued July 2, 2009).
- Q88.** (RFP Main Body) Section 4.5 (page 22)
Could WSDOT please confirm if the completed Appendix 7 forms are included in the 25 page limit for the Qualifications section of the vendor response? We request that Appendix not be included in the page count given the volume of other information in the Qualifications section.
- A88.** The Appendix 7 forms are included in the page limit. Also, see answers to Q30 and Q217 and see “h” above in **Section I** of this **Amendment 8** for amended RFP language.
- Q89.** (RFP Main Body) Section 4.6 (page 24)
On Page 24 of the main RFP document, Technical Approach section it states, "The description shall address corresponding performance measures (Appendix 3) and Business Rules (Appendix 3.)" Are the performance measures being referred to actually contained in Appendix 13, Exhibit F?
- A89.** Yes.
- Q90.** (RFP Main Body) Section 1.2.h.d (page 2)
Since 75% +75% + 6% is greater than 100%, can we assume that the billable toll collection and violations are percentages of the 25% that are not tag transactions? That is, that of all transactions, the overall goal is 75% tag-based, 19+% billable and <6% violations?
- A90.** This question is under review *and will be answered in a future amendment.*
- Q91.** (RFP Main Body; Section 3.2.d (page 13)
Please verify that “update price” should be “upset price.”
- A91.** See CSC RFP Amendment 7 (dated July 31, 2009).
- Q92.** (RFP Main Body) Section 4.5.c (page 22)
Please clarify if the business references and resumes for Key Program Personnel are excluded from the page count for Section 5 of the proposal. Since three reference forms and detailed resumes need to be provided for 7 or more individuals, these items would exceed the allotted 25 page limit for this section.
- A92.** See “h” above in **Section I** of this **Amendment 8** for amended RFP language.
- Q93.** (RFP Main Body) Section 4.5.c (page 22)
The reference form provided in Appendix 7 does not lend itself well to providing references for individuals; it appears to be for Vendor company references. Please clarify.
- A93.** Use provided form (Appendix 7). Vendor may use “N/A” for non-applicable fields. Vendor should include individual’s name and title in line 1.

- Q94.** (RFP Appendix 2) Section 1.5, Deliverables Tables (page A2-3)
Please clarify why “Initiation of Revenue Operations Plan” is listed twice (rows #3 and 7) in the deliverables table. Should the item in row #7 be for Design Documents (per Section 7.2.5) instead?
- A94.** Table 2-1 will be updated. *This change will be made in a future amendment.*
- Q95.** (RFP Appendix 2) Section 13.2.3.11 (page A2-53)
Please clarify if this item requires system-generated communications (letters, notices, etc.) to be generated in multiple languages, or if this applies only to printed materials provided to the Vendor by WSDOT.
- A95.** System generated communications (letters, notices) are only required in English.
- Q96.** (RFP Appendix 2) Section 15.2.3 (page A2-64)
Please clarify if Vendor is responsible for paying postage for all CSC correspondence in addition to transponders. We request that all postage be handled as a pass-through to WSDOT.
- A96.** This question is under review and *will be answered in a future amendment.*
- Q97.** (RFP Appendix 2) Section 34.2.5.3 (page A2-123)
Will the Vendor be responsible for paying for the third-party services for registered owner lookup?
- A97.** This question is under review and *will be answered in a future amendment.*
- Q98.** (RFP Appendix 2) Sections 4.2.2 and 4.2.2.1 (pages A2-14, A2-15)
Does the preliminary Program Schedule provided with the proposal need to be cost/resource loaded?
- A98.** Yes.
- Q99.** (RFP Appendix 2) Section 9.2.5 (page A2-38)
“Upon completion of Data migration and after CSC Tolling Commencement, the new CSC System shall be subject to Operational monitoring to ensure all Data was correctly transferred....” Should this say “CSC Operations Commencement” instead of “CSC Tolling Commencement”?
- A99.** Yes. *This change and clarification will be made in a future amendment.*
- Q100.** (RFP Appendix 9) Table 9-2 (page A9-5)
Is the start of the monthly CSC Operations considered “Start of CSC Operations Commencement”? Appendix 9-1 lists milestones with deliverables, some of them are due “no later than 30 days before CSC Operations Commencement.” Since transponder distribution/CSC operations will start prior to Tolling commencement (as early as April 2010), it might be difficult to have all of those milestones completed by then.
- A100.** Yes.
- Q101.** (RFP Main Body) General

Due to the complexity of the new system being designed, we believe that WSDOT will be well served by providing additional time for bidders to:

1. Evaluate WSDOT responses to bidder's questions and adjust technical approach and pricing accordingly;
2. Examine and vet design alternatives that will increase system accuracy and reliability; and
3. Identify cost saving efficiencies in the systems they will propose.

Further, we believe that an extension will result in WSDOT receiving well conceived system designs that will lead to decreased overall system costs, while simultaneously reducing the project-risk profile by mitigating and removing some of the challenges typically experienced with large-scale, complex system integration projects that are bid on short procurement cycles.

In consideration of the level of complex technology and functionality desired, we respectfully request that WSDOT consider extending the proposal due date by 30 days (from the current due date of August 25, 2009 to September 25, 2009).

A101. See CSC RFP Amendment 6 – Revised (dated July 22, 2009).

Q102. (RFP Main Body) Section 2.22 (page 9)

Since WSDOT is procuring a new and complex toll collection system, it is probable that bidders will have many requests for clarification. Therefore, we respectfully request that WSDOT consider conducting 2 rounds of questions and answers. This approach will allow proposers sufficient opportunity to review and analyze WSDOT's responses to the first round of questions; and provides the opportunity for bidders to seek additional clarification if necessary.

Question:

Based upon reasoning provided above, will WSDOT consider conducting 2 rounds of questions?

A102. WSDOT has added a second round of questions (see CSC RFP Amendment 6 – Revised (dated July 22, 2009)).

Q103. (RFP Main Body) Section 4.6 (page 24)

"The Technical Approach shall be **limited to 45 pages**. The Technical Approach **shall contain a clear and concise description** of the Vendor's approach **to meeting each section of Appendix 2**. The description **shall address corresponding measures** (Appendix 3) and **Business Rules** (Appendix 3). The Technical Response **shall provide additional detail** for the following sections of the Scope of Work....."

WSDOT has only provided bidder's a 45-page limit to respond to a complex 148-page Scope of Work.

To allow ample opportunity for bidder's to provide "clear and concise descriptions" of our proposed technical response in sufficient detail for

- 1) Each section of Appendix 2 (of which there are 41 major sections);
- 2) Business Rules/Corresponding Measures; and
- 3) Additional detail for the 8 Scope sections itemized in RFP Sect 4.6 (Technical Approach a-h),

will WSDOT respectfully consider doubling the current page limitation to 90 pages?

A103. See “i” and “j” above in **Section I** of this **Amendment 8** for amended RFP language.

Q104. (RFP Appendix 2) General

Will WSDOT please provide traffic forecasts for its facilities to include the following?

- a. SR167
 - b. Tacoma Narrows Bridge
 - c. SR 520 Bridge
- Future toll facilities

A104. For all information regarding tolling projects in the State of Washington can be found at: www.wsdot.wa.gov/tolling/default.htm.

Q105. (RFP Appendix 2) Section 1.3 (page A2-3)

“The Vendor shall be responsible for providing physical Facilities to support the Requirements of the Contract including walk-in Customer Service storefronts, a Customer Service call center, and Facilities as required.”

Will WSDOT please provide the following?

- a. Specifications for these facilities
- b. Further define “Facilities as required”

A105. Requirements are provided in Section 38 - Program Facilities in Appendix 2 - Scope of Work.

Q106. (RFP Appendix 2) Section 5.2.2.3 (page A2-20)

“...The Vendor’s Proposed Accounting manager must have a B.S. or B.A. in Accounting, be a licensed Certified Public Accountant and maintain their CPA license for the duration of the Contract.”

Will WSDOT allow relevant accounting and finance experience that is specific to the toll industry to substitute for the CPA requirement as long as the educational requirements are also met?

A106. No.

Q107. (RFP Appendix 2) Section 5.2.2 (page A2-19)

“As a minimum, **the following personnel shall be** dedicated, full time, **on-site staff** provided by the Vendor....”

and

The positions descriptions for:

- 1) Vendor Program Manager
- 2) Financial and Accounting Manager
- 3) Customer Service Manager

which state that **“This position shall be located in Washington.”**

Will WSDOT please clarify if the remaining key positions, IT Manager and QA/QC Manager, are to be located on-site in Washington?

A107. The location of the IT Manager and QA/QC Manager are left to the discretion of the Vendor.

Q108. (RFP Appendix 2) Section 13.2.2.3 (page A2-52)

"The Vendor shall establish the use of mobile Customer Service Centers as part of their approach to issuing Transponders to meet the Requirements of Contract"

How many mobile vans will be required?

A108. The decision on the number of mobile units and required equipment is left to the discretion of the Vendor. See Q111 below.

Q109. (RFP Appendix 2) Section 15.2.3 (page A2-64)

"Vendor shall supply the WSDOT Approved Customer welcome package, radio frequency (RF) shield, and all required mailing material."

"The Vendor shall pay for all postage associated with mailing Transponders to Customers."

- a. Will WSDOT consider postage and other expenses related to these items as a cost-plus fee pass-through?
- b. If not, will WSDOT please provide the following?
 - i. Estimated quantities of mailing materials
 - ii. Related cost for the radio frequency shields

A109. a) This question is under review and *will be answered in a future amendment*.
b.i) WSDOT is not prepared to provide an estimate
b.ii) The shield shall be purchased by WSDOT and not the Vendor.
This change and clarification will be made in a future amendment.

Q110. (RFP Appendix 2) Section 17.2.1.5 (page A2-67)

Item 5: "Manually review license plate images for Photo-Enforced Toll Transactions where the OCR confidence is below the minimal threshold."

- a. What is the anticipated number of manual reviews per day?

For quality purposes, will WSDOT require double-manual entry for each image that is manually reviewed or will single entry be sufficient?

A110. WSDOT is not prepared to provide an estimate. Also, see answer to Vendor Question Q66.

Q111. (RFP Appendix 2) Section 20.2.1 (page A2-75)

"The mobile customer service unit(s) shall be a dedicated, fully equipped modern van-type vehicle branded with Good to Go! labeling".

Will WSDOT please define "fully equipped"?

A111. The decision on the number of mobile units and required equipment is left to the discretion of the Vendor. See Q108 above.

Q112. (RFP Appendix 2) Section 20.2.1 (page A2-75)

The Vendor shall be responsible for providing all furniture, fixtures, office supplies, power, maintenance, Services, equipment, personnel and other resources necessary to provide toll industry standard customer service center.

- a. Does WSDOT have designated furniture and office space requirements?
- b. If yes, will WSDOT please provide the specifications?

A112. No. N/A

Q113. (RFP Appendix A) Section 37.2.5 (page A2-136)

“All Vendor personnel shall be subject to Washington State Patrol background checks and the results provided to WSDOT.”

Is this the same requirement as stated in the Business Rules (RFP page A3-35; Item CSC 17-1)?:

“The CSC shall perform an employment security check of each potential CSC employee prior to offering employment”?

A113. We will delete and replace the RFP Requirement with the Business Rule. *This change will be made in a future amendment.*

Q114. (RFP Appendix 2) Section 39.2 (page A2-139)

“The Vendor shall designate a professional-level Staff Person to provide marketing support that compliments WSDOT’s activities. This Staff Person shall be onsite and available to WSDOT full-time beginning with Notice-to-Proceed and continuing through the end of WSDOT’s fiscal year 2011 (June 30, 2011). Following this, the Vendor shall designate a professional-level Staff Person for responding to marketing and public relations inquiries from WSDOT.”

After fiscal year 2011 what is the expected utilization of the full-time marketing support staff person?

A114. After Fiscal Year 2011 (June 30, 2010), the marketing support staff person must be available but is no longer required to be onsite. *This change will be made in a future amendment.*

Q115. (RFP Appendix 2) Section 1.6.1.18 (page A2-8)

“a) Respond to delinquent account inquiries from WSDOT-contracted collections agencies.”

Will WSDOT consider allowing the Vendor to perform in-house collections?

A115. Not at this time.

Q116. (RFP Appendix 2) Section 15.2.2 (page A2-63)

Will it be required to wrap transponders in WSDOT-directed designs and/or logos?

A116. Yes.

Q117. Appendix 2; Sections 17.2.6 and 17.2.7 (pages A2-70, A2-71)
Please define the period of time that a photo-enforced *Toll Bill* transaction will become a *Notice of Infraction* transaction?

A117. This question is under review and *will be answered in a future amendment.*

Q118. (RFP Appendix 2) Sections 17.2.6 and 27.2.7 (pages A2-70, A2-71) and (RFP Appendix 3) Section 8

“The CSC System shall be able to include one or multiple Photo-Enforced Toll Transactions on a single Toll Bill based on user configurable processing rules.”

“The format of the NOI shall be user configurable to include multiple Transactions on a single NOI.”

“Business Rules TBD”

For pricing purposes, can bidders assume that:

- a. Multiple photo-enforced transactions can be included in a single *Toll Bill*?
- b. Multiple transactions can be included in a single *NOI*?
- c. Appendix 3, Section 8 (pA3-25) states that business rules are TBD. Could WSDOT provide violation business rules, at least at a high level? Without business rules, certain expenses, such as postage and other mailing costs cannot be accurately estimated.
- i. If not, will WSDOT allow bidders to present these costs as cost-plus fee, pass-through items?

A118. *This question is under review and will be answered in a future amendment.*

Q119. (RFP Appendix 2) Sections 17.2.6 and 17.2.7 (pages A2-70, A2-71)
Will any photo-enforced toll transaction(s) go directly to the *NOI* stage?

A119. No.

Q120. (RFP Appendix 2) Section 17.2.7 (page A2-71)
“All *NOI*s shall require certification by State staff prior to issuance.”

Does the referenced certification indicate a review and approval process by state staff?

A120. Yes.

Q121. (RFP Appendix 2) Sections 17.2.6 and 17.2.7 (pages A2-70, A2-71)

"The *Toll Bills* shall include an image of the captured license plate that is clearly legible." "The *NOI* shall include an image of the captured license plate that is clearly legible."

Are colored images required on the *Toll Bills* or *NOIs*?

A121. No.

Q122. (RFP Appendix 2) Section 15.1 (page A2-62)

"For the year after Tolling Commencement, it is anticipated that an additional 350,000 Transponder would be distributed.

Will WSDOT please provide its forecast for accounts and transponders for the remainder of the contract period?

A122. WSDOT is not prepared to provide an estimate.

Q123. (RFP Appendix 2) Section 15.2.1 (page A2-63)

"The Vendor shall sell the Transponders to the public. "

Will transponders be sold initially or will they be distributed at no cost for some period?

A123. It is anticipated that all transponders will be sold.

Q124. (RFP Appendix 2) Section 9.1 (page A2-135)

"The TNB CSC accommodates approximately 110,000 Customer Toll Accounts and 250,000 associated Transponders. The average number of Transponder Transactions is approximately 30,000 per day."

What are the levels of activity at the TNB CSC for *daily*:

- i. Phone calls*
- ii. Tag fulfillment*
- iii. Payment processing*
- iv. Return mail processing*
- v. Image reviews*
- vi. Mailing*
- vii. QC reviews*
- viii. Storefront and NOI Notices*

A124. Average monthly stats for Tacoma Narrows Bridge:

- i) Phone Calls - 11,200
- ii) Tag Fulfillment - 5,200
- iii) Payment processing – (To be provided with future amendment)
- iv) Return mail processing - 600
- v) Image reviews - 7,300
- vi) Mailing- Stmts 19,200
- vii) QC reviews - 100% image review by vendor and WSP
- viii) Storefronts - 6,300
- viii) NOI Notices - 8,500

Q125. (RFP Appendix 2) Section 1.2 (page A2-1, A2-2)

Does WSDOT intend to collect tolls in both directions at any time during the proposed contract period at the TNB facility?

A125. No.

Q126. (RFP Appendix 2) Section 5.2.1 (page A2-19)

"All Vendor Staff shall be bonded for theft, fraud and abuse."

Will WSDOT accept an *Employee Dishonesty Policy* in lieu of the requirement to bond all employees?

A126. WSDOT request further clarification of "Employee Dishonesty Policy".

Q127. (RFP Appendix 2) Section 25.2.10 (page A2-90)

"The Vendor shall deposit all funds to the appropriate WSDOT designated bank (s) or financial service (s) within 24 hours of receipt."

During a 7-day week funds cannot be deposited within 24 hours over the weekend or holidays.

Question:

Will WSDOT consider a variance for weekends, bank holidays, and WSDOT holidays?

A127. The State's banking institution operates a corporate vault that promotes deposits seven days a week. The successful vendor will establish agreements with armored carriers to transfer deposits to this vault.

WSDOT will not consider any variance to the 24 hour deposit rule.

Q128. (RFP Appendix 2) Section 28.1 (page A2-94)

"WSDOT will have direct access to execute certain authorized Transactions within the CSC subsidiary accounting System, to be defined by WSDOT (e.g., write-off of accounts, approval and release of Customer refund payments, etc.)."

Will WSDOT ensure that notification and documentation will be provided to the Vendor to support any required reconciliations?

A128. WSDOT will NOT have direct access to execute any Transactions. *This change will be made in a future amendment.*

Q129. (RFP Appendix 3) Section 4.3, Table 3-4 (page A3-16) and (RFP Appendix 2) Section 14.2.1.2 (page A2-59)

"Starting **after 24 consecutive months of account inactivity** (no toll usage) and until the account's balance drops below the lowest class toll rate.... "

"**Inactive Accounts** that continue to show no activity over **this period** shall be automatically closed and a refund issued for any remaining account balance."

- a. Business Rule 4.3 potentially conflicts with SOW 14.2.1.2 "Inactive Accounts with continued inactivity", which does not state a period to close account. Will WSDOT please clarify?
- b. Is there an escheatment process?

A129. *This question is under review and will be answered in a future amendment.*

Q130. (RFP Appendix 13) Section 14.8 (page 35)

Will WSDOT consider negotiating an Incentive / Disincentive Plan that is based upon performance to replace Liquidated Damages?

A130. No related amendment is made to the existing RFP language.

Q131. (RFP Main Body) Sections 2.1 and 5.3 (pages 4, 31)

“.....the selection of an apparently successful Vendor and the Acceptance of the Vendor’s proposal in writing by WSDOT, shall constitute intent to award a contract in substantially the same form as Appendix 13.....”

Item b:

“The Vendor may request exception to specific terms of the Contract. WSDOT will review requested exceptions and accept or reject the same at its sole discretion but ONLY MINOR MODIFICATIONS AND/OR ADDITIONS will be open to exceptions”.

- a. Is WSDOT looking to negotiate in good faith the terms and conditions of the Contract (as included in their standard form in Appendix 13) upon Acceptance of the Vendor’s proposal in writing?
- b. Will WSDOT contemplate exceptions to items like indemnity or limitation of liability, which may not be considered minor?

A131. Any major modifications should be proposed through the RFP’s Vendor questions and answer process in order to maintain an equal playing field for all Vendors. Any exception that would affect price is considered a major modification and should not be submitted using the exception form (Appendix 6). WSDOT may, at its sole discretion, negotiate minor exceptions. Also, see Q11 above.

Q132. (RFP Main Body); Sections 2.5 and 2.6 (pages 5 and 6)

“Any information contained in the Vendor’s proposal that is proprietary must be clearly designated”.

1st Sentence:

“All materials submitted in response to this solicitation become the property of WSDOT, unless received after the deadline, in which case the Proposal is returned to Sender”.

Paragraph 5:

“All Proposals become the property of WSDOT, and I/we claim no proprietary rights to the ideas, writings, items or samples.”

Per Article 2.5, WSDOT acknowledges certain information, data, ideas, etc. included in the proposal may be Vendor proprietary information, such as pricing or approach. Such information must be clearly designated. Vendor would look to maintain such information as proprietary; therefore, as clarification, will WSDOT consider the following modification to Article 2.6?

2.6 Proposal Property of WSDOT

All materials submitted in response to this solicitation become the property of WSDOT, unless received after the deadline, in which case the Proposal is

returned to Sender. All trademarks, patent rights, copyright interests, data, software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or forms of intellectual property ("Intellectual Property") owned by Vendor prior to submitting the Proposal, (collectively, "Vendor Intellectual Property"), included in various sections of the Proposal and marked as "Proprietary" shall be and remain the Intellectual Property of Vendor."

Will WSDOT consider deleting the referenced sentence from the State Certifications and Assurances form?

A132. Yes. The referenced sentence from the State Certifications and Assurances form will be deleted. *This change will be made in a future amendment.*

Q133. (RFP Appendix 13) Section 4.2.2 (page 3)

"In the event of failure of the parties to agree upon this PMP and/or WSDOT to give its Acceptance thereof within 45 days of the Effective Date, WSDOT may invoke its right to terminate this Contract without liability of such termination, and, in WSDOT's discretion, pursue negotiations with an alternative vendor."

b. Will WSDOT contemplate a term of cure for such failure?

Should this termination for convenience actually take place, Will WSDOT consider allowing Vendor reimbursement of normal demobilization and costs for work performed in the preparation of the PMP?

A133. The Contract will be amended to allow 60 days to obtain Acceptance of the PMP. Failure to obtain WSDOT Acceptance of the PMP would be a breach pursuant to section 14.2 and not a termination for convenience. Payment will only be made for an achieved milestone. *This change will be made in a future amendment.*

Q134. (RFP Appendix 13) Section 4.5.2 (page 3)

"WSDOT may approve Time Extensions at its sole discretion, as necessary, to modify the Program Schedule for reasons out of the control of the Vendor. However, as **time is of the essence** in the Vendor's performance, WSDOT will issue Time Extensions sparingly, if at all, to Vendor."

Article 4.5.2:

"WSDOT may approve Time Extensions at its sole discretion, as necessary, to modify the Program Schedule **for reasons out of the control of the Vendor**. However, as time is of the essence in the Vendor's performance, WSDOT will issue Time Extensions sparingly, if at all, to Vendor."

a. Will WSDOT consider the replacement of the "**time is of the essence**" following language?

"the Parties acknowledge time of performance is a material element of the Contract"?

b. Would "**reasons out of the control of the Vendor**" be events of Force Majeure as defined in Contract Article 18.19 "Force Majeure"(p48); and therefore the Vendor will not be held responsible or liable for delays or failures in performance?

- A134.** a. No related amendment is made to the existing RFP language.
b. Reasons out of control of the Vendor would include force majeure.

Q135. (RFP Appendix 13) Section 4.5.6 (page 4)

“Unless specifically agreed to in writing, WSDOT’s agreement to a change to the PMP or Program Schedule shall not relieve Vendor of liability for Liquidated Damages and other damages arising from failure to perform its obligations.”
This phrasing seems to indicate that the Vendor could be at risk for Liquidated Damages to be assessed for failure to meet the pre-amended PMP or Program Schedule. If WSDOT has approved changes to PMP and/or Program Schedule, WSDOT has accepted an amendment to such documents; therefore the Vendor’s performance should be assessed in regard to the amended PMP and/or Program Schedule. Further, no Liquidated Damages should be assessed if the Vendor is in compliance with the amended PMP and/or Program Schedule.

Question:

Will WSDOT consider eliminating this provision, as it is too onerous?

- A135.** If the Amendment is necessitated by a Vendor caused delay, WSDOT may agree to a schedule change, but Vendor will still be required to pay Liquidated Damages for causing the delay and schedule change.

Q136. (RFP Appendix 13) Section 4.6 (page 4)

“If WSDOT receives legislative direction to open an additional Toll Facility, WSDOT may request that the Vendor submit a Supplemental Program Management Plan, which will include the Tasks and Deliverables, if any, associated with opening an Additional Toll Facility. Vendor will have 30 business days from the date of request to submit the Supplemental Work Plan to WSDOT for Acceptance.

The opening of an additional Toll Facility would constitute a major change in the Scope of Work, which must be accepted by both parties in writing.

Questions:

- a. Will the provisions of Contract Article 6.2.3 “Final Change Order” (p10) regarding WSDOT’s possibility to issue a unilateral Final Change Order be applicable?

And if so, will WSDOT consider including a provision to the effect that a Final Change Order shall only be valid upon signature by both parties?

- A136.** If the Vendor is dissatisfied with the Final Change Order, Vendor can follow the dispute resolution process. No related amendment is made to the existing RFP language.

Q137. (RFP Appendix 13) Section 4.7.2.b (page 5)

“...(3) set-off from the Price to the extent WSDOT determines the Deficiencies have not been corrected and provide acceptance for the applicable Deliverable or Service;.....”

- a. How will the extent be determined?

- b. How will WSDOT estimate the amounts set-off from the Price?
- c. Should the applicable Deliverable or Service be provided in a satisfactory form, will WSDOT consider not having any set-off?
- d. If applicable, will set-off be in addition to the assessment of Liquidated Damages?

A137. WSDOT will have discretion to determine set-off and Vendor may follow the dispute resolution process to resolve disputed amounts. Liquidated damages may be withheld from payment as a set-off per section 14.8.3. Further, where there is set-off there may also be other damages, for example where WSDOT incurs revenue loss or costs to cover due to the deficiency.

Q138. (RFP Appendix 13) Section 4.7.3.c (page 5)

“WSDOT may assess Liquidated Damages as described in Section 14.8 herein and pursue its other remedies for Vendor’s failure to receive Acceptance for a Deliverable or Services according to the PMP as well as for Vendor’s failure to perform any of the terms and obligations contained in a Deliverable that has received Acceptance.”

- a. Will WSDOT consider making Liquidated Damages exclusive for the non-compliances defined in this reference?
- b. As a clarification, will the assessment of Liquidated Damages per this Article be applied per the items detailed in Exhibit F, Performance Measures and Liquidated Damages Table?

A138. a. No related amendment is made to the existing RFP language.
b. Yes.

Q139. (RFP Appendix 13) Sections 5.1.3 and 5.1.4 (page 6)

Article 5.1.3; Last Sentence: “Any adjustment increase shall be capped at 10.0% annually.”

Article 5.1.4; Last Sentence: “Any annual adjustment increase shall be capped at 5.0%.”

Will WSDOT consider replacing these provisions with the following language?

“Any adjustment increase shall be mutually agreed upon by the Parties, following negotiations in good faith.”

A139. No related amendment is made to the existing RFP language.

Q140. (RFP Appendix 13) Section 5 (pages 6-8)

Will WSDOT contemplate including a provision stipulating the Vendor’s right to suspend work for non-payment of undisputed portions of an invoice, upon provision of 45 days notice?

A140. Vendor currently has right to terminate after 90 days non-payment under Section 14.4. No related amendment is made to the existing RFP language.

Q141. (RFP Appendix 13) Section 5.3 (page 7)

In the event there are amounts due to WSDOT by Vendor, including Liquidated Damages or other damages or claims for Damages, the Vendor would prefer to have any such assessed Liquidated Damages invoiced to the Vendor and paid as such as opposed to a reduction or set-off from any amounts payable to Vendor.

Question:

Will WSDOT consider eliminating this provision?

A141. No related amendment is made to the existing RFP language.

Q142. (RFP Appendix 13) Section 5.5 (page 8)

The prices offered are based on a multitude of factors, such as business models, geographical location, the type and quantity of services, and business standards. Due to such circumstances, it is not possible for the Vendor to provide such warranty to WSDOT, as well as any other potential customer.

Question:

Will WSDOT contemplate waiving this requirement?

A142. No related amendment is made to the existing RFP language.

Q143. (RFP Appendix 13) Section 5.8 (page 8)

“Timely and consistent performance is of the essence in this Contract.”

Will WSDOT contemplate the replacement of this provision with the following?

“Time and consistent performance are material elements of the Contract.”

A143. No related amendment is made to the existing RFP language.

Q144. (RFP Appendix 2) Section 11, Table 2-2 (page A2-47)

Table 2-2, the header of column four reads “Speak Spanish or Spanish Creole.”

In an effort to meet the needs of WSDOT’s customers, please provide additional clarification on the Spanish Creole requirement. It is our understanding there are two Spanish-based creoles, Palenquero in Columbia, and Chavacano in the Philippines. Can you elaborate on the Spanish Creole requirement?

A144. Table 2-2 was for informational purposes only and uses US Census definitions of languages. There is not a separate Spanish Creole requirement.

Q145. (RFP Appendix 2) Section 11 (page A2-47)

Can WSDOT provide us with the source of data typically used to compile demographic profiles?

Given the long term nature of this contract, how does WSDOT plan to address demographic shifts during the contract period related to language translation requirements?

A145. WSDOT does not anticipate that the demographics will change significantly, during the term of this contract.

Q146. (RFP Appendix 2) Section 23.2.4 (page A2-84)

Can WSDOT provide the volume of calls that are mistakenly received at the CSC for the HERO program?

A146. There have been 2 (two) HERO calls in the last seven months.

Q147. (RFP Appendix 2) Section 28.2.1 (page A2-94)

From our assessment of the RFP financial and accounting requirements and the standards and practices of GAAP, it is our understanding that the delivered services will be deemed GAAP compliant per sections 28.2.1.1 and 28.2.1.2 if the requirements found in Section 28.2.1.2 through 30.5 are accurately and adequately implemented and audited on an annual basis using such methods as Statement on Auditing Standards Number 70. Please confirm or provide additional directives.

A147. The vendor is expected to comply with the referenced provisions of the RFP, but is also expected to deliver a system that complies with GAAP throughout the duration of the contract.

Q148. (RFP Appendix 2) Section 28.1 (page A2-94)

"Each invoice submitted to XDOT shall include a statement signed by the Accounting and Financial Manager certifying that the CSC System and Services provided under the Contract are in compliance with GAAP and the financial and accounting Requirements of the Contract."

The broad use of GAAP compliance and monthly certification in this requirement is atypical of GASB/GAAP which indicates the audits can only be conducted at a frequency of no less than 6 months and typically conducted annually. Please explain the requirement for monthly certifications.

A148. This requirement will be removed. *This change will be made in a future amendment.*

Q149. (RFP Appendix 2) Sections 10.2.2, 10.2.3, 10.2.12, 41.1 (pages A2-41, A2-42, A2-44, A2-142)

Request clarification of intent of the RFP related to the location of the systems that provide the required CSC and transaction services. It is stated by Section 10.2.2 and Section 41.1 that WSDOT is looking for a "Services Only" Hosted solution which we infer could be implemented using several methods such as Internet Wide Area Network "cloud computing," as a software service, as a true-hosted solution, or other methods. In the RFP, Section 10.2.2 and Section 10.2.12 technical and physical requirements of the solution are presented as if the system were to be delivered to WSDOT. Please provide clarification to these apparent conflicts.

A149. WSDOT is seeking a Services Only solution.

The intent of Section 10.2.2 and Section 10.2.12 are to illustrate the connections to Vendor's proposed CSC system.

Q150. (RFP Appendix 2) Section 9

What is the current rate of adjudication on the TNB and can it be used as a comparison with the 520 project? If not, what is a good comparison?

A150. Current rate of adjudication is 8,500 per month. No, this should not be used as a comparison with the 520 project. WSDOT is not prepared to provide an estimate.

Q151. (RFP Appendix 2) Section 9
How is adjudication handled currently for infractions on the TNB?

A151. Currently, adjudication is handled by the Court.

Q152. (RFP Appendix 2) Section 9
Is it assumed that the same method will be applied for the data exchanges to the courts for 520 Project?

A152. See RFP Appendix 2, Section 34.2.8.

Q153. (RFP Appendix 13) Section 13.4 (page 30)
It is our understanding that WSDOT desires to have a very open competition for this contract with participation from across the tolling industry. Given the current state of the credit markets, the requirement to provide an irrevocable Letter of Credit for \$5M will very likely limit the participation from the supplier community. Accordingly, and with the intent to preserve maximum supplier participation, we request that WSDOT use the industry standard of a Performance Bond, in combination with a \$1M Letter of Credit, to assure that the Vendor completes the project in accordance with the terms of the contract.

A153. No related amendment is made to the existing RFP language.

Q154. (RFP Appendix 13) Section 13.2.5 (page 29)
If subcontractors are covered under the Vendor's Errors & Omissions, General Liability, Automobile and Umbrella insurance policies, will this meet WSDOT requirements for subcontractor insurance?

A154. As specified in RFP Appendix 13, Section 13.2.5, Subcontractors must be covered under all required policies.

Q155. (RFP Main Body) Sections 2.16 and 5.3 (pages 7, 32)
Does Section 2.16 require that any contract exceptions to be addressed under Section 5.3 and included in Appendix 6 be submitted and approved prior to submission of proposals?

A155. RFP Appendix 6 should be submitted with proposals and should only contain minor exceptions. Also, see answer to Vendor Question Q131.

Q156. (RFP Main Body) Section 3.4 (page 14)
Is the position of IT Operations Manager as listed in this section the same position of IT Program Manager listed on page 22, Sec 4.5?

A156. The correct title is IT Manager. See CSC RFP Amendment 4 (issued July 2, 2009) See Section 5.2.2, item 2 of Appendix 2 - Scope of Work for the requirements for this position.

Q157. (RFP Main Body) Sections 4.1.b and 4.5.c (pages 21, 22)

There are references in these two sections to “Major Subcontractors”. Please clarify the definition of “Major Subcontractor”.

A157. See Q35 & Q68 above.

Q158. (RFP Main Body) Section 4.6 (page 23)

Technical Proposal - This states that “Proposals shall describe only those requirements identified in the Compliance Matrix as ‘do not meet’, or ‘exceed’.” Please clarify that this means that comments in the Compliance Matrix should be included for those items that either “do not meet” or that “exceed” the requirements – not that the technical proposal narrative response should only address those items.

A158. See CSC RFP Amendment 4 (issued July 2, 2009).

Q159. (RFP Main Body) Section 4.6 (page 24)

Technical Approach - This section limits the technical approach (which is required to address *each section* of Appendices 2 and 3) to 45 pages. As there are 148 pages of requirements in Appendix 2 and another 35 pages of requirements in Appendix 3, we respectfully request that this page limit be increased to at least 100 pages so that proposers may have the opportunity to clearly describe their solutions.

A159. See “i” and “j” above in **Section I** of this **Amendment 8** for amended RFP language.

Q160. (RFP Main Body) Sections 5.1.a and 5.1.b (page 27)

Please clarify if *subcontractors* are required to provide a statement from their bank indicating it will provide a letter of credit.

A160. No. Subcontractors are not required to obtain LOC.

Q161. (RFP Main Body) Sections 5.1.a and 5.1.b (page 27)

Please clarify if *subcontractors* are required to provide a statement from their CFO certifying the financial statements.

A161. Both vendors and subcontractors must submit financial statements under the requirements of section 5.1. Only interim or un-audited statements require a statement from the company CFO asserting accuracy and completeness.

Q162. (RFP Appendix 2) Section 9.2.3 (page A2-36)

How many years of historical data will need to be migrated to the new system?
How many accounts are “current” and how many are closed/inactive?

A162. The TNB began operations in April 2007. There are approx. 116,600 active accounts and 3,622 closed.

Q163. (RFP Appendix 2) Section 13.2.4 (page A2-54)

Are any of the listed discount programs in effect today?

A163. Currently, non revenue and transponder based toll transactions for TNB are in effect.

- Q164.** (RFP Appendix 2) Section 17.2.1.3 (page A2-67)
Does the validation requirement only apply to those images that do not meet the 90% confidence level or do all Photo-Enforced Toll Transaction need to be manually reviewed?
- A164.** See Q39 and Q66 above.
- Q165.** RFP Appendix 8
We respectfully ask that WSDOT provide this file in MS Word format that can be edited with the proposers' responses.
- A165.** Yes, see Q53 above.
- Q166.** (RFP Appendix 13) Section 13.4 (page 30)
Will WSDOT accept a performance bond from an accredited agency in lieu of the letter of credit?
- A166.** No.
- Q167.** (RFP Appendix 3) Section 17.2 (page A3-35)
Please provide the frequency of the periodic employment security check (including drug testing) required for each employee.
- A167.** See Business Rules (RFP page A3-35; Item CSC 17-1): "The CSC shall perform an employment security check of each potential CSC employee prior to offering employment"
- Q168.** (RFP Appendix 3) Section 4.4.1 (page A3-16)
Respectfully request that WSDOT provide anticipated volumes associated with the correspondence and other documents to be mailed.
- A168.** On the Tacoma Narrows Bridge 19,200 statements are mailed quarterly and 8,500 Infraction Notices are mailed monthly.
- Q169.** (RFP Appendix 3) Section 1.2.3.4 (page A3-2)
Does WSDOT require a call recording system?
- A169.** Yes.
- Q170.** (RFP Appendix 2) Section 28.1 (page A2-94)
Does WSDOT require the implementation of a commercial accounting subsystem to report in a GL+Trial Balance format, or will WSDOT accept direct reporting from the CSC system with reports in the same fashion as required by GAAP?
- A170.** Vendors should propose a system that they believe best meets the requirements of the Request for Proposal.
- Q171.** (RFP Appendix 2) Section 17.2.7 (page A2-64)

The level of effort required for state staff to certify all NOIs seems both daunting and prohibitive to timely mailing of notices. Will WSDOT contemplate a less-rigid approach?

A171. No related amendment is made to the existing RFP language.

Q172. (RFP Appendix 2) Section 15.2.3 (page A2-64)

Will WSDOT consider shipping transponders non-first class to take advantage of bulk mail discounts, assuming that the change of address and forwarding services remain intact?

A172. Yes.

Q173. (RFP Appendix 2) Section 15.2.2 (page A2-63)

Will WSDOT consider a transponder testing approach that test a percentage or a representative sample of transponders from each shipment rather than testing each transponder?

A173. Because WSDOT is purchasing the transponders, any transponder accepted by the Vendor is assumed to be working. Any transponder that is issued to a customer and subsequently is discovered not be operational would then become the responsibility of the Vendor to replace. WSDOT would not be paying for the replacement in this situation.

Q174. (RFP Appendix 2) Section 15.2.1 (page A2-63)

If WSDOT procures a separate contract with a retail vendor to produce, receive, test, manage, and distribute transponders, what role will the CSC operations play in facilitating the sale and activation of the transponder?

A174. The CSC vendor will be responsible for Inventory control and setting up accounts.

Q175. (RFP Appendix 2) Section 14.2.4 (page A2-61)

Please elaborate on what types of merchandise, other than the tag-disabling device, are expected to be returned.

A175. Nothing at this time.

The system must demonstrate the ability to easily add additional types of merchandise or other transponder models in the future.

Q176. (RFP Appendix 3) Sections 2.3 and 12.3 (pages A3-10, A3-30)

This section indicates a PIN is required for the account. Section CSC 12-3 indicates that the PIN is never displayed to the user (CSR) or to the customer. For what purpose is the PIN to be stored, and please clarify how the account PIN is intended to be used.

A176. PIN is intended to provide customers with access to their accounts via the website.

Q177. (RFP Appendix 2) Section 10.2.1 (page A2-41)

This section states: "CSC System shall support the creation, addition, and retention of electronic signatures for Transactions." Please provide the specific

requirements for the electronic signatures and also please discuss which transactions will require electronic signatures?

A177. The requirement will be removed. *This change will be made in a future amendment.*

Q178. (RFP Appendix 2) Section 17.2.1.2 (page A2-67)

This states: "Screen each Photo-Enforced Toll Transaction received from the lanes to verify that the OCR identified license plate number meets a 90% confidence level." Please clarify whether this is a requirement to manually review each transaction (100% review), or whether only those transactions that do not meet the 90% OCR confidence level need to be reviewed.

A178. See Q39, Q66, and Q164 above.

Q179. (RFP Appendix 9) Instructions – 3 (page 9-2)

This discusses pricing "For each month prior to Tolling Commencement that Vendor elects to provide CSC Operations ..." Please clarify WSDOT's requirement for the start of CSC Operations and the Vendor's option for providing these services for up to six months prior to Tolling Commencement.

A179. The CSC operations tasks and/or achievements during this period shall be related to issuing transponders and accepting and posting customer payments and processing toll transactions (from TNB and SR 167).

Q180. (RFP Appendix 2) Sections 11.2.1 and 15.2.3 (pages A2-47, A2-64)

The first referenced section indicates that "The Vendor shall distribute the materials *prepared by WSDOT*", referring to the printed information in the various languages. The second referenced section indicates that "Vendor shall supply the WSDOT *Approved* Customer welcome package, radio frequency (RF) shield, and all required mailing material."

What languages are required for the Welcome kit? Will WSDOT or the Vendor be required to provide these materials, including materials in foreign languages?

A180. WSDOT will provide all Customer Welcome Kit materials. *This clarification will be made in a future amendment.*

Q181. (RFP Appendix 3) Section 1.2.4-7 (page A3-3)

This section reads: "The CSC shall adhere to web accessibility standards for all content on the website." Please clarify which specific web accessibility standards should be used and provide an Internet link if available.

A181. Please see: <http://www.wsdot.wa.gov/communications/webtoolkit/>.

Q182. (RFP Appendix 2) Section 9.2.3 (page A2-37)

For space planning purposes, approximately how much volume of hard-copy (paper) documentation will need to be migrated? (i.e., number of file cabinet drawers)

A182. There are currently, 2 (two) boxes of customer documentation that will need to be migrated.

Q183. (RFP Main Body) Appendix 4 and Appendix 10
RFP Page 26 and Appendix 10 (Price Certification) state that the Vendor's price proposal be valid for a period of 180 days after the due date of the proposal. However, Appendix 4 – State Certifications and Assurances indicates the proposal is a firm offer for 120 days. Which is correct?

A183. RFP Appendix 4 will be amended to match Appendix 10 (180 days). *This change will be made in a future amendment.*

Q184. (RFP Appendix 13) Section 5.8 (page 8)
First Sentence: "Timely and consistent performance is of the essence in this Contract."

Will WSDOT contemplate the replacement of this provision with the following?

"Time and consistent performance are material elements of the Contract."

A184. See Q143 above.

Q185. (RFP Appendix 2) Section 5.8 (page 8)
Will WSDOT consider modifying the language to make re-performance or Liquidated Damages, as applicable, the only remedies for failure to perform any Work or obligation outlined in the Contract?

A185. No related amendment is made to the existing RFP language.

Q186. (RFP Appendix 13) Section 6 (page 9)
a. As a general comment, the Vendor would look to have any Change Order valid upon signature by both parties.

Question:

Will WSDOT consider including in Contract Article VI the following language?

"Vendor shall not have any obligation to start performing Work, as modified by a Final Change Order, in the absence of a Final Change Order executed by both parties."

b. The Vendor acknowledges that there will be changes and modifications requested by WSDOT that are performed as a normal course of Program performance. However, there may be instances when such changes, even if not extraordinary, have a demonstrable impact on the Vendor's costs and time of performance. Therefore an adjustment in compensation, and/or time of performance should be considered. As such, will WSDOT consider including the following language in Contract Article VI?

"Should changes and modifications requested by WSDOT cause a demonstrable increase in Vendor costs and/or time required for performance, the Vendor shall be entitled to an equitable, mutually agreed upon, adjustment in compensation, and/or time for performance."

- c. The 7 Business Days Term is very short, and may be insufficient for the review of all applicable documentation and preparation of the Vendor's response.

Question:

Will WSDOT consider extending the 7 Business Days term to respond to a WSDOT Change Order to 15 Business Days?

- A186.** a. No related amendment is made to the existing RFP language.
b. No related amendment is made to the existing RFP language. The current language allows Vendor 7 days to provide a price proposal for change. WSDOT and Vendor have 7 days to negotiate price. This process is intended to allow Vendor to develop and propose an adjustment, but prevent program delays.
c. No related amendment is made to the existing RFP language.

Q187. (RFP Appendix 13) Section 6.7 (page 12)

"The Vendor shall proceed with the Work upon receiving written Change Order approved by the WSDOT Program Manager."

Will WSDOT contemplate modifying this provision so that the Vendor could proceed with Work upon the execution of a Change Order by both parties?

- A187.** No related amendment is made to the existing RFP language. See Q186 above.

Q188. (RFP Appendix 13) Sections 6.9.1 and 6.9.3 (page 12)

Article 6.9.1:

In its entirety.

Article 6.9.3, 2nd Sentence:

"By not protesting as this section provides, **Vendor also waives any additional entitlement** and accepts from the WSDOT Program Manager any written or **oral order** (including directions, instructions, interpretations, and determinations)."

- a. Due to the fact the 7 Business Day term is very short and may be insufficient for the review of all applicable documentation, will WSDOT consider increasing the 7 Business Day term in Article 6.9.1 to 15 Business Days?
- b. Will WSDOT consider eliminating the requirement regarding **Vendor's waiver of any additional entitlement**?
- c. Will WSDOT consider eliminating the "**oral orders**" from the referenced provision?

- A188.** a. No related amendment is made to the existing RFP language.
b. No related amendment is made to the existing RFP language.
c. Yes. Language will be amended to delete "or oral". *This change will be made in a future amendment.*

Q189. (RFP Appendix 13) Section 7.2 (page 13)

"Time is of the essence in Vendor's performance of the Work under this Contract."

Will WSDOT consider the replacement of this provision with the following alternative language?

“The Parties acknowledge time of performance is a material element of the Contract”?

A189. No related amendment is made to the existing RFP language.

Q190. (RFP Appendix 13) Section 8.8 (page 17)

“WSDOT is an intended third party beneficiary”

Since such a statement could possibly create conflict with regards to direction and performance of Contract obligations, will WSDOT consider waiving the requirement that such affirmative statement is included in all subcontracts?

A190. No related amendment is made to the existing RFP language.

Q191. (RFP Appendix 13) Section 9.3 (page 18)

Will WSDOT consider using its own insurance first in such situations and provide a waiver of subrogation?

A191. No related amendment is made to the existing RFP language.

Q192. (RFP Appendix 13) Section 11.2 (page 23)

Will WSDOT consider limiting the license to the use for any purpose in connection to the current RFP and respective Contract, with the license granted upon full payment by WSDOT for Vendor’s services?

A192. No related amendment is made to the existing RFP language. RFP Appendix 13, Section 11.1.2 already limits the license to the Contract/RFP. Since services will be ongoing, it is not feasible to have the license granted on full payment for services

Q193. (RFP Appendix 13) Section 11.4 (page 24)

Will WSDOT consider limiting the obligation to “other Intellectual Property right of a third party worldwide” to the United States?

A193. No related amendment is made to the existing RFP language.

Q194. (RFP Appendix 13) Section 12.2.3 (page 26)

Will WSDOT consider including language to the effect that for off- the-shelf items, the applicable standard manufacturer’s warranty applies?

A194. No related amendment is made to the existing RFP language.

Q195. (RFP Appendix 13) Section 12.3 (page 26)

(iii) “Time shall be of the essence in connection with performance of the Services.”

Will WSDOT consider replacing this provision with the following the statement?

“The Parties acknowledge time of performance is a material element of the Contract.”

A195. No related amendment is made to the existing RFP language.

Q196. (RFP Appendix 13) Section 12.3 (page 26)

(b) "Vendor shall immediately correct and re-perform Services which are not in compliance with such representations and warranties at no cost to WSDOT."

Will WSDOT consider replacing this provision with the following: "Vendor shall correct and re-perform Services which do not meet current industry standards and practices"?

A196. See Q13 above.

Q197. (RFP Appendix 13) Section 12.3 (page 26)

(ii) "It shall give the highest priority to the performance of the Services."

a. Will WSDOT consider the deletion of the word "highest" in this provision?

b. If not, will WSDOT please clarify what is meant by highest priority?

A197. Language will be amended to delete "highest". *This change will be made in a future amendment.*

Q198. (RFP Appendix 13) Section 13.1 (page 28)

a. Will WSDOT consider restricting the obligations to defend, indemnify and protect and hold WSDOT, its employees, officers, directors and agents harmless from and against claims asserted, or liability established, for third party injuries including death and third party property damage, to the proportionate extent of Contractor's negligence?

b. Will WSDOT agree with the elimination of contractors as indemnified parties?

A198. a. No related amendment is made to the existing RFP language.

b. No related amendment is made to the existing RFP language.

Q199. (RFP Appendix 13) Section 13.2.2.d (page 29)

Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000... "

Will WSDOT contemplate the elimination of this requirement, regarding deductible, which must not exceed \$25,000?

A199. No related amendment is made to the existing RFP language.

Q200. (RFP Appendix 13) Section 13.2.2.e (page 29)

General information request.

The limits required may prove difficult to obtain for smaller/minority subcontractors.

Question:

Will WSDOT consider a lower limit of coverage in such situations?

A200. No related amendment is made to the existing RFP language.

Q201. (RFP Appendix 13) Section 13.2.2.f (page 29)

General information request.

The limits required may prove difficult to obtain for smaller/minority subcontractors.

Question:

Will WSDOT consider a lower limit of coverage in such situations?

A201. No related amendment is made to the existing RFP language.

Q202. (RFP Appendix 13) Section 13.2.7 (page 30)

General information request.

Will WSDOT consider the modification of this Article with the following language?

*“For Professional Liability Errors and Omissions coverage and Crime Coverage, Vendor shall continue such Coverage for (~~six~~) **three** years beyond the expiration or termination of this Contract, naming WSDOT as an additional insured and providing WSDOT with certificates of insurance on an annual basis.”*

A202. No related amendment is made to the existing RFP language.

Q203. (RFP Appendix 13) Section 13.3 (page 30)

Will WSDOT consider eliminating the Statutory Immunity Waiver requirement on the basis of double-jeopardy for indemnification against Vendor employee potential lawsuits?

A203. No related amendment is made to the existing RFP language.

Q204. (RFP Appendix 13) Section 14.3 (pages 32-33)

Will WSDOT consider a modification to this provision to include Vendor's reasonable costs of complying with such termination, including:

- Termination payments to subcontractors,
- Expenses of demobilization, and
- Amounts reflecting the percent complete of such Products and Services at the date of termination?

A204. No related amendment is made to the existing RFP language.

Q205. (RFP Appendix 13) Section 14.8.1 (page 35)

“The Parties agree that any delay or failure by the Vendor to timely or adequately perform its obligations in the Contract, or as delineated in a Change Order will constitute a default.”

a. Will WSDOT contemplate the modification of this provision as follows?

“The Parties agree that any delay or failure by Vendor that constitutes a material breach to the Contract, to timely or adequately perform its obligations in the Contract, or as delineated in a Change Order will constitute a default”?

b. Will WSDOT agree to an adequate time of cure for such delays or failures?

A205. a. No related amendment is made to the existing RFP language.

b. No related amendment is made to the existing RFP language.

Q206. (RFP Appendix 13) Section 14.8.3 (page 35)

'The Parties also acknowledge that Liquidated Damages may be withheld from Contract payments by WSDOT or charged to the Vendor at the discretion of WSDOT.'

For accounting reasons, the Vendor would prefer to pay all Liquidated Damages directly to WSDOT as opposed to being withheld from Contract payments.

Questions:

- a. Will WSDOT please consider modifying this provision to eliminate the possibility of Liquidated Damages withheld from Contract payments to the Vendor?

Will WSDOT please include a provision which provides a cap on Liquidated Damages assessed for Services at 5% of the annual contract value (for Services)?

A206. No. No related amendment is made to the existing RFP language.

Q207. (RFP Appendix 13) Section 14.9 (page 35)

"The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law;...."

Will WSDOT consider replacing the referenced provision with the following?

"The remedies set forth in this Contract are WSDOT's sole and exclusive remedies for any failure of Vendor to comply with its obligations. Correction of any non-conforming or defective Services in the manner and for the period of time set forth in this Contract shall constitute complete fulfillment of all liabilities of the Vendor for defective or non-conforming services whether the claims for the WSDOT are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of the work performed hereunder."

A207. No related amendment is made to the existing RFP language.

Q208. (RFP Appendix 13) Section 14.11 (page 36)

General information request.

Will WSDOT consider making the waiver of consequential damages mutual, and include the punitive and exemplary damages?

A208. No related amendment is made to the existing RFP language.

Q209. (RFP Appendix 13) Section 14.11 (page 36)

"IN NO EVENT SHALL WSDOT'S AGGREGATE LIABILITY TO VENDOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS MAXIMUM AMOUNT."

Will WSDOT consider modifying this section to include exceptions to the limitation of liability for change orders and payment?

A209. See "g" above in **Section I** of this **Amendment 8** for amended RFP language (see answer to Vendor Question Q18).

Q210. (RFP Appendix 13) Section 14.11.2 (page 36)

General information request.

Will WSDOT consider including the following limitation of liability provision"

"To the fullest extent permitted by applicable law, and notwithstanding any other provision to the contrary in this Contract, Vendor's (including its parents and affiliates) total liability on all claims of all kinds, including without limitation claims based on tort (including negligence), for any loss or damage arising out of, connected with or resulting from the Services under the Contract, or from the performance or breach thereof, shall in no case exceed one hundred percent (100%) of the amount paid Vendor."

A210. No related amendment is made to the existing RFP language.

Q211. (RFP Appendix 13) Section 14.11.2.a (page 36)

General information request.

Will WSDOT consider the replacement of the term "immediately" in Article 14.11.2 (a) with "in a timely manner"?

A211. No related amendment is made to the existing RFP language.

Q212. (RFP Appendix 13) Section 14.15 (page 37)

"Submission of such claims against WSDOT shall be, except as provided in Sections 14.4 and 17.5.7, Vendor's sole and exclusive remedy in the event that WSDOT breaches this Contract."

A212. This is not a question.

Q213. (RFP Appendix 13) Section 14.13 (page 36)

Will WSDOT consider modifying this provision in order to allow for relief in compensation and/or time of performance, should there be demonstrable increase in time of performance and/or performance costs?

A213. No related amendment is made to the existing RFP language.

Q214. (RFP Appendix 13) Section 16.5.1 (page 42)

Since the Vendor would look to rely in such cases on the statute of limitation, will WSDOT consider eliminating the requirement that any claims or action that the Vendor has against the State of Washington arising from the Contract be brought within 180 days from the day of the final acceptance of the Contract by the State of Washington?

A214. Language will be amended to delete this requirement. *This change will be made in a future amendment.*

Q215. (RFP Appendix 13) Section 18.13 (page 48)

Through application of the UCC, the types of Services to be provided have the potential for expansion of Contract obligations to a burdensome level.

Question:

Will WSDOT consider waiving this requirement, since Services are not subject to UCC?

A215. No related amendment is made to the existing RFP language.

Q216. (RFP Main Body) Section 4.7 (page 26) and Appendix 4 and Appendix 10

Section 4.7, 4th Paragraph (p26):

“The Vendor’s Price Proposal shall be valid and remain in effect for a period of one hundred eighty **(180) Calendar Days** following the due date of the proposal.”

Appendix 4, 3rd Paragraph:

“The attached Proposal is a firm offer for a period of one hundred and twenty **(120) days** following receipt,....”

Appendix 10:

“.....Price Proposal Tables shall remain in effect for a period of one hundred eighty **(180) Calendar Days** following the due date of the proposal.”

Will WSDOT please clarify the period of validity for price proposals?

A216. See Q183 above.

ALL OTHER TERMS AND CONDITIONS OF THIS RFP REMAIN IN FULL FORCE AND EFFECT.